

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, SEPTEMBER 8, 2015
6:00 P.M.

201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE

REGULAR MEETING

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT. A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

HOSPITAL ITEMS:

4. THE BOARD TO CONSIDER THE BID COMMITTEE'S RECOMMENDATION TO RE-SOLICIT FOR THE ENDOSCOPY EQUIPMENT FOR DOCTORS' MEMORIAL HOSPITAL (DMH), AND TO APPROVE THE CHANGES IN THE BID SOLICITATION DOCUMENT REGARDING THE AMOUNT OF EQUIPMENT BEING PURCHASED, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.

5. THE BOARD TO CONSIDER THE BID COMMITTEE'S RECOMMENDATION TO RE-SOLICIT FOR THE PURCHASE OF LAPAROSCOPY/ARTHROSCOPY VIDEO SYSTEMS FOR DMH, AND TO APPROVE THE CHANGES IN THE BID SOLICITATION DOCUMENT REGARDING THE AMOUNT OF EQUIPMENT BEING PURCHASED, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

6. BILL HENDERSON, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), TO APPEAR REGARDING THE FDOT COUNTY WORK PROGRAM PRIORITIES, AS AGENDAED BY AMY TUCKER-BAULDREE.
7. RAY CURTIS TO APPEAR TO REQUEST AN ATTORNEY GENERAL'S OPINION, AND TO PRESENT UPDATES REGARDING THE TCDA.
8. THE BOARD TO ACCEPT A CHECK FROM GEORGIA-PACIFIC, IN THE AMOUNT OF \$2500, TO SPONSOR THE VETERANS DAY COMMUNITY CELEBRATION, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED AND CONSENT AGENDA ITEMS:

CONSENT ITEMS:

9. APPROVAL OF MINUTES OF AUGUST 3, 10, 18, AND 24 (2).
(COPIES PROVIDED BY EMAIL)
10. EXAMINATION AND APPROVAL OF INVOICES.
11. THE BOARD TO CONSIDER PAYMENT OF FY 2013-2014 TRANSPORTATION EQUALIZATION COSTS TO DIXIE COUNTY IN THE AMOUNT OF \$44,000, AS AGENDAED BY COUNTY FINANCE.
12. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE MSTU FUND, AS AGENDAED BY COUNTY FINANCE.
13. THE BOARD TO CONSIDER APPROVAL OF AN ANNUAL CONTRACT WITH NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (NCFRPC) FOR PLANNING SERVICES, AS AGENDAED BY DANNY GRINER, BUILDING DIRECTOR.

14. THE BOARD TO APPROVE SATISFACTION OF SECOND MORTGAGE FOR EDNA TILLIS WHO RECEIVED REHABILITATION ASSISTANCE THROUGH THE SHIP PROGRAM ON NOVEMBER 7, 2014, IN THE AMOUNT OF \$26,750.00, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
15. THE BOARD TO APPROVE PAYMENT OF PURCHASE ORDER 20151695 FOR REIMBURSEMENT TO DMH FOR EQUIPMENT PURCHASED AS AUTHORIZED BY THE BOARD, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
16. THE BOARD TO APPROVE PAYMENT OF PURCHASE ORDER 20151376 FOR REIMBURSEMENT TO DMH FOR EQUIPMENT PURCHASED AS AUTHORIZED BY THE BOARD, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
17. THE BOARD TO APPROVE A REQUEST TO REMOVE SURPLUS ITEMS FROM THE BOARD'S INVENTORY, AS AGENDAED BY THERESA COPELAND, IT DIRECTOR.
18. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE COUNTY'S LOCAL MITIGATION PROJECT ANNUAL PROGRESS REPORT, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.
19. THE BOARD TO CONSIDER A REQUEST TO HOLD PUBLIC HEARINGS ON SEPTEMBER 21, 2015 AND OCTOBER 5, 2015, AT 6:00 P.M., TO DISCUSS AND RECEIVE PUBLIC INPUT FOR THE POSSIBLE GRANT SUBMISSION TO THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD) RIVER GRANT PROGRAM, AS AGENDAED BY THE GRANTS DIRECTOR.
20. THE BOARD TO APPROVE THE CONTRACT FOR INMATE PHARMACEUTICALS WITH DIAMOND PHARMACY SERVICES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

21. THE BOARD TO CONSIDER A REQUEST BY THE SUPERVISOR OF ELECTIONS TO PAY THE MATCHING AMOUNT REQUIRED TO RECEIVE HELP AMERICA VOTE ACT (HAVA) GRANT FUNDS, AS AGENDAED BY DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS.

COUNTY STAFF ITEMS:

22. THE BOARD TO RECEIVE AND APPROVE FDOT CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE CR 356C FENHOLLOWAY RIVER BRIDGE #380064 AND FURTHER APPROVE ASSOCIATED DETOUR, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
23. THE BOARD TO APPROVE THE NOTICE FOR CONSTRUCTION, ALTERATION, AND DEACTIVATION OF AIRPORTS FEDERAL AVIATION FORM FOR THE DEACTIVATION OF RUNWAY 6-24 AT PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.
24. THE BOARD TO REVIEW AND APPROVE THE FLORIDA DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT (JPA) #431274-1-94-16, RESOLUTION, AND THE COUNTY ATTORNEY'S STATEMENT FOR THE REHABILITATION OF THE CONCRETE APRON AT PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.
25. THE BOARD TO REVIEW AND APPROVE THE FLORIDA DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT (JPA) #436705-1-94-16, RESOLUTION, AND THE COUNTY ATTORNEY'S STATEMENT FOR THE DESIGN AND REPLACEMENT OF AIRFIELD LIGHTING AND SIGNAGE AT PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.

GENERAL BUSINESS:

26. THE BOARD TO APPOINT A MEMBER TO THE BIG BEND WATER AUTHORITY, AS AGENDAED BY MARK REBLIN.

COUNTY ADMINISTRATOR ITEMS:

27. THE BOARD TO CONSIDER APPROVAL OF A RENEWAL CONTRACT FOR CATASTROPHIC INMATE MEDICAL INSURANCE FROM HUNT INSURANCE GROUP, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
28. THE BOARD TO ACKNOWLEDGE THE REQUIRED STATEMENT ON WORKSQUAD CONTRACTS W1014 AND W1002 APPROVED BY THE BOARD ON AUGUST 18, 2015, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

29. THE BOARD TO HEAR AN UPDATE ON THE LOCAL STATE OF EMERGENCY DECLARATION IN STEINHATCHEE AND THE PROGRESS OF MITIGATION EFFORTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
30. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE: www.taylorcountygov.com
- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARGARET DUNN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER THE BID COMMITTEE'S RECOMMENDATION TO RE-SOLICIT FOR THE ENDOSCOPY EQUIPMENT FOR DOCTORS' MEMORIAL HOSPITAL AND TO APPROVE THE CHANGES IN THE BID SOLICITATION DOCUMENT REGARDING THE AMOUNT OF EQUIPMENT BEING PURCHASED.

MEETING DATE REQUESTED:

SEPTEMBER 8, 2015

Statement of Issue:

THE COMMITTEE MET AND REVIEWED THE BID DOCUMENTS RECEIVED AND DISCUSSED THE REVIEWS BY THE HOSPITAL STAFF OF THE EQUIPMENT THAT WAS DEMONSTRATED. IT WAS THE RECOMMENDATION OF THE HOSPITAL THAT THE PURCHASE OF THE EQUIPMENT BE REDUCED TO ONE UNIT FROM TWO. ON ADVICE OF COUNSEL, A NEW SOLICITATION WAS PREPARED TO INDICATE THAT ONLY ONE ENDOSCOPY SYSTEM WAS BEING SOUGHT.

Recommended Action:

APPROVE THE NEW SOLICITATION DOCUMENT AND AUTHORIZE THE COUNTY ADMINISTRATOR TO RE-SOLICIT FOR THE ENDOSCOPY EQUIPMENT.

Fiscal Impact:

TO BE DETERMINED.

Budgeted Expense:

YES

Submitted By:

COUNTY ADMINISTRATOR 850-838-3500

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

August 28, 2015

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

Ms. Margaret Dunn
% County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Mr. Dustin Hinkel
County Administrator
County Offices
201 East Green Street
Perry, Florida 32347

Re: DMH solicitation for Endoscopy Equipment

Dear Margaret and Dustin:

I received your e-mail.

What the hospital staff wants to do as I understand it, is purchase one unit instead of two (which was solicited).

It would be my position that since they have changed their mind on what they want, the only way to be fair would be to re-solicit.

If you have any questions, please feel free to give me a call.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy

BID DOCUMENTS

Endoscopy Equipment Doctor's Memorial Hospital Taylor County, Florida

SEPTEMBER 2015

Prepared for:

**Taylor County Board of County Commissioners
108 N. Jefferson St.
Perry, Florida 32347**

Prepared by:

**Taylor County Administrative Department
201 East Green Street
Perry, FL 32347
850.838.3500**

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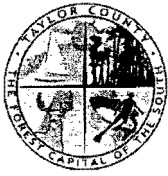
PART 1 - BIDDING REQUIREMENTS

Invitation to Bid
Instructions to Bidders
Bid Forms
Public Entity Crimes Statement
Non-Collusion Affidavit

PART 2 – EQUIPMENT SPECIFICATIONS

Endoscopy Equipment – DMH OR Department

PART 1 – BIDDING REQUIREMENTS



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

DUSTIN HINKEL, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed bids for **DMH Endoscopy Equipment**.

Qualified firms or individuals desiring to provide the required products must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Bid for DMH Endoscopy Equipment**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on October 2, 2015. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:05 P.M. local time, or as soon thereafter as practical, on October 5, 2015, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Bid information may be obtained on-line at <http://www.taylorcountygov.com/Bids/Index.htm>.

The County reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this solicitation at any time and waive any irregularities in the Solicitation process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

Taylor County Administrative Department
201 East Green Street
Perry, FL 32347
(850) 838-3500

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this solicitation will be the *Taylor County Clerk of Courts located at 1st Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL*. Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St., Perry, FL*.
- B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
- C. *Owner* -- Taylor County Board of County Commissioners
- D. *Solicitation Manager* -- The person responsible for managing the solicitation process, documents and questions. The Solicitation Manager will be the Taylor County Administrative Department.
- E. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Solicitation Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Solicitation Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

[A. Valid Business Licensing/Registration Information]

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the equipment/products/supplies;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the equipment/products/supplies;

D. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the requested equipment/products/supplies.

ARTICLE 5 - SITE AND OTHER AREAS

5.01 The Site is identified as the Radiology Department at the Doctor's Memorial Hospital Facility located in Perry, Florida.

ARTICLE 6 - INTERPRETATIONS AND ADDENDA

6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Solicitation Manager in writing. Interpretations or clarifications considered necessary by the Solicitation Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Solicitation Manager as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Solicitation Manager.

ARTICLE 7 - SUBSTITUTE AND "OR-EQUAL" ITEMS

7.01 The award will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Bidder if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Bid award.

ARTICLE 8 - PREPARATION OF BID

8.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained on-line or from the Issuing Office.

8.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

8.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

8.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

8.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

8.06 A Bid by an individual shall show the Bidder's name and official address.

8.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

8.08 All names shall be typed or printed in ink below the signatures.

8.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

8.10 The address and telephone number for communications regarding the Bid shall be shown.

8.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

ARTICLE 9 - BASIS OF BID; COMPARISON OF BIDS

9.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount [added to] *[or]* [deleted from] the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

B. The Taylor County Board of County Commissioners is procuring the requested equipment/products/supplies on behalf of the Doctor's Memorial Hospital Facility. Doctor's Memorial Hospital is a current member of MedAssets. Bids should reflect such membership discounts when available but will not be required for consideration.

ARTICLE 10 - SUBMITTAL OF BID

10.01 An unbound copy of the Bid Form is to be completed and submitted with the following data:

- [A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)]
- [B. Non-Collusion Affidavit]
- [C. Valid Business Licensing/Registration Information

10.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Solicitation title (and, if applicable, the designated portion of the Solicitation for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "*Sealed Bid for DMH Endoscopy Equipment*." Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

10.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

10.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

10.05 Incomplete Bid proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by the Board of County Commissioners and not considered during the Bid Evaluation.

ARTICLE 11 - MODIFICATION AND WITHDRAWAL OF BID

11.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

11.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

ARTICLE 12 - OPENING OF BIDS

12.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 13 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

13.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 14 – EVALUATION OF BIDS AND AWARD OF CONTRACT

14.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

14.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the bid price pursuant to Taylor County Ordinance No. 2003-12.

14.03 More than one Bid for the same products from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

14.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

14.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Suppliers, Equipment manufacturers and other individuals included as part of the bid package.

14.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Solicitation.

14.07 In evaluating bids, Owner reserves the right to ask for additional information up to and including an in-person, on-site demonstration of the equipment.

14.08 In evaluating bids, Owner reserves the right to consider the response time for any service request that might be placed for the equipment.

ARTICLE 15 - SALES AND USE TAXES

15.01 Owner is exempt from Florida state sales and use taxes on all Direct Purchased materials and equipment to be incorporated in the Work. Said taxes for such items shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

15.02 Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner. Contractor purchases are not eligible for this exemption and such costs shall be accounted for within the Bid.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

BID FORM

DMH Endoscopy Equipment

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*Taylor County Board of County Commissioners
Clerk of Court
1st Floor Courthouse, Suite 102
108 North Jefferson St.
Perry, Florida 32347*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to provide products/equipment/supplies that fully meet all specifications outlined in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
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_____	_____
_____	_____

- B. Bidder has visited or is familiar with the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the equipment/products/supplies.
- D. Bidder has given solicitation Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Solicitation Manager is acceptable to Bidder.
- E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the equipment/products/supplies for which this Bid is submitted.
- F. Bidder will submit written evidence of its authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will provide the requested equipment/products/supplies in accordance with the Contract Documents for the following price(s):

Total Lump Sum Bid Price	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)

Bidder also acknowledges that the award of this solicitation or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the solicitation in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the equipment/products/supplies will be delivered and ready for final payment on or before the dates or within the number of calendar days indicated in the Bid.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- B. Non-Collusion Affidavit
- C. Valid Business Licensing/Registration Information

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in FLORIDA is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____
2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is _____ and my relationship to the entity
name above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, _____.

My commission expires: _____

NOTARY PUBLIC

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____ of
(Owner, Partner, Officer, Representative or Agent)
_____, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ (Name(s)) of _____ individual(s) who appeared before notary) _____ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or type as commissioned)

_____ Personally known to me, or

_____ Did take an oath, or

_____ Personal identification:

_____ Did Not take an oath.

Type of Identification Produced

DMH Endoscopy Equipment Specifications

Director of Surgery: Ginny Head

3 EA Adult Gastrosopes, 120 cm
3 EA Adult Colonoscopes, 160 cm
2 EA Pediatric Colonoscopes, 120 cm
2 EA Bronchoscope
1 EA CO2 Insufflator
1 EA Water irrigation pump
1 EA Video processor with NBI color
1 EA Color printer
1 EA Light source
1 EA Standalone 26in flat screen monitor (slave) with roll stands
1 EA Endo cart with 26in flat screen monitor
All accessories and cords
Water bottles, valves (air/water, suction, biopsy), tubings, electrical
cords and cables, cleaning accessories, wall charts.

Warranty – At least 5 years

Location of the closest field service representative

On-site training, at set up

Time line for installation, education, implementation and ongoing education support.

List unique capabilities of your monitors and how that would be beneficial to DMH.

Shipping Cost

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER THE BID COMMITTEE'S RECOMMENDATION TO RE-SOLICIT FOR DOCTORS' MEMORIAL HOSPITAL FOR THE PURCHASE OF LAPAROSCOPY/ARTHROSCOPY VIDEO SYSTEMS AND TO APPROVE THE CHANGES IN THE BID SOLICITATION DOCUMENT REGARDING THE AMOUNT OF EQUIPMENT BEING PURCHASED, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

SEPTEMBER 8, 2015

Statement of Issue:

THE COMMITTEE MET TO DISCUSS THE PURCHASE OF THE LAPAROSCOPY/ARTHROSCOPY VIDEO SYSTEMS. IT WAS THE DECISION OF THE HOSPITAL STAFF TO PURCHASE ONE UNIT INSTEAD OF TWO. ON ADVICE OF COUNSEL, A NEW SOLICITATION WAS PREPARED.

Recommended Action:

APPROVE THE SOLICITATION DOCUMENT

Fiscal Impact:

TBD

Budgeted Expense:

YES

Submitted By:

COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

The Bishop Law Firm, P.A.

Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

August 28, 2015

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113
FAX (850) 584-2433

Ms. Margaret Dunn
% County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Mr. Dustin Hinkel
County Administrator
County Offices
201 East Green Street
Perry, Florida 32347

Re: DMH solicitation for Endoscopy Equipment

Dear Margaret and Dustin:

I received your e-mail.

What the hospital staff wants to do as I understand it, is purchase one unit instead of two (which was solicited).

It would be my position that since they have changed their mind on what they want, the only way to be fair would be to re-solicit.

If you have any questions, please feel free to give me a call.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy

BID DOCUMENTS

Laparoscopy/Arthroscopy Video Systems Doctor's Memorial Hospital Taylor County, Florida

SEPTEMBER 2015

Prepared for:

**Taylor County Board of County Commissioners
108 N. Jefferson St.
Perry, Florida 32347**

Prepared by:

**Taylor County Administrative Department
201 East Green Street
Perry, FL 32347
850.838.3500**

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Invitation to Bid
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Bid Forms
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Non-Collusion Affidavit

PART 2 – EQUIPMENT SPECIFICATIONS

Laparoscopy/Arthroscopy Equipment – DMH OR Department

PART 1 – BIDDING REQUIREMENTS



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

DUSTIN HINKEL, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed bids for **DMH Laparoscopy/Arthroscopy Video Systems**.

Qualified firms or individuals desiring to provide the required products must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Bid for DMH Laparoscopy/Arthroscopy Video Systems**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on October 2, 2015. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:10 P.M. local time, or as soon thereafter as practical, on October 5, 2015, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Bid information may be obtained on-line at <http://www.taylorcountygov.com/Bids/Index.htm>.

The County reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this solicitation at any time and waive any irregularities in the Solicitation process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

Taylor County Administrative Department
201 East Green Street
Perry, FL 32347
(850) 838-3500

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this solicitation will be the *Taylor County Clerk of Courts located at 1st Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL*. Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St., Perry, FL*.
- B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
- C. *Owner* -- Taylor County Board of County Commissioners
- D. *Solicitation Manager* -- The person responsible for managing the solicitation process, documents and questions. The Solicitation Manager will be the Taylor County Administrative Department.
- E. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Solicitation Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Solicitation Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

[A. Valid Business Licensing/Registration Information]

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the equipment/products/supplies;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the equipment/products/supplies;

D. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the requested equipment/products/supplies.

ARTICLE 5 - SITE AND OTHER AREAS

5.01 The Site is identified as the Radiology Department at the Doctor's Memorial Hospital Facility located in Perry, Florida.

ARTICLE 6 - INTERPRETATIONS AND ADDENDA

6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Solicitation Manager in writing. Interpretations or clarifications considered necessary by the Solicitation Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Solicitation Manager as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Solicitation Manager.

ARTICLE 7 - SUBSTITUTE AND "OR-EQUAL" ITEMS

7.01 The award will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Bidder if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Bid award.

ARTICLE 8 - PREPARATION OF BID

8.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained on-line or from the Issuing Office.

8.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

8.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

8.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

8.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

8.06 A Bid by an individual shall show the Bidder's name and official address.

8.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

8.08 All names shall be typed or printed in ink below the signatures.

8.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

8.10 The address and telephone number for communications regarding the Bid shall be shown.

8.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

ARTICLE 9 - BASIS OF BID; COMPARISON OF BIDS

9.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount [added to] */or/* [deleted from] the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.
- B. The Taylor County Board of County Commissioners is procuring the requested equipment/products/supplies on behalf of the Doctor's Memorial Hospital Facility. Doctor's Memorial Hospital is a current member of MedAssets. Bids should reflect such membership discounts when available but will not be required for consideration.

ARTICLE 10 - SUBMITTAL OF BID

10.01 An unbound copy of the Bid Form is to be completed and submitted with the following data:

- [A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)]
- [B. Non-Collusion Affidavit]
- [C. Valid Business Licensing/Registration Information]

10.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Solicitation title (and, if applicable, the designated portion of the Solicitation for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "Sealed Bid for DMH Laparoscopy/Arthroscopy Video Systems." Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

10.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

10.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

10.05 Incomplete Bid proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by the Board of County Commissioners and not considered during the Bid Evaluation.

ARTICLE 11 - MODIFICATION AND WITHDRAWAL OF BID

11.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

11.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

ARTICLE 12 - OPENING OF BIDS

12.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 13 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

13.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 14 – EVALUATION OF BIDS AND AWARD OF CONTRACT

14.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

14.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the bid price pursuant to Taylor County Ordinance No. 2003-12.

14.03 More than one Bid for the same products from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

14.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

14.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Suppliers, Equipment manufacturers and other individuals included as part of the bid package.

14.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Solicitation.

14.07 In evaluating bids, Owner reserves the right to ask for additional information up to and including an in-person, on-site demonstration of the equipment.

14.08 In evaluating bids, Owner reserves the right to consider the response time for any service request that might be placed for the equipment.

ARTICLE 15 - SALES AND USE TAXES

15.01 Owner is exempt from Florida state sales and use taxes on all Direct Purchased materials and equipment to be incorporated in the Work. Said taxes for such items shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

15.02 Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner. Contractor purchases are not eligible for this exemption and such costs shall be accounted for within the Bid.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

BID FORM

DMH Laparoscopy/Arthroscopy Video Systems

TABLE OF ARTICLES

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*Taylor County Board of County Commissioners
Clerk of Court
1st Floor Courthouse, Suite 102
108 North Jefferson St.
Perry, Florida 32347*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to provide products/equipment/supplies that fully meet all specifications outlined in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
---------------------	----------------------

_____	_____
_____	_____

- B. Bidder has visited or is familiar with the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the equipment/products/supplies.
- D. Bidder has given solicitation Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Solicitation Manager is acceptable to Bidder.
- E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the equipment/products/supplies for which this Bid is submitted.
- F. Bidder will submit written evidence of its authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will provide the requested equipment/products/supplies in accordance with the Contract Documents for the following price(s):

Total Lump Sum Bid Price	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)
	_____	\$ _____
	(words)	(numerals)

Bidder also acknowledges that the award of this solicitation or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the solicitation in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the equipment/products/supplies will be delivered and ready for final payment on or before the dates or within the number of calendar days indicated in the Bid.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- B. Non-Collusion Affidavit
- C. Valid Business Licensing/Registration Information

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in FLORIDA is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20_____.

State Contractor License No. _____. (If applicable)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____
2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is _____ and my relationship to the entity
name above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, _____.

NOTARY PUBLIC

My commission expires: _____

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____ of
(Owner, Partner, Officer, Representative or Agent)
_____, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally _____ appeared _____ (Name(s)) of _____ individual(s) who _____ appeared before notary) _____ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or type as commissioned)

____ Personally known to me, or

____ Did take an oath, or

____ Personal identification:

____ Did Not take an oath.

Type of Identification Produced

PART 2—EQUIPMENT SPECIFICATIONS

DMH Laparoscopy/Arthroscopy Equipment Specifications

Laparoscopic/Arthroscopic Equipment

Scopes:

- 3 EA 30 Degree Arthroscope, 4mm
- 1 EA 70 Degree Arthroscope, 4mm
- 3 EA Sheath system for scope introduction
- 3 EA 0 Degree Laparoscope 5 mm
- 3 EA 0 Degree Laparoscope 10 mm
- 2 EA 45 Degree Laparoscope 10 mm

Video components:

- 2 EA Video console
- 2 EA Video processor
- 5 EA Camera heads
- 2 EA Light source
- 5 EA Light cords
- 2 EA Unattached Monitor
- 2 EA Cart with Monitor
- 2 EA Color printer

Arthroscope Shaving:

- 2 EA Shaver control console
- 4 EA Shaver hand piece
- 1 EA Arthroscopy Irrigation Pump

Lap Insufflation

- 2 EA Insufflator

Extended Warranty of 4 years

Timeline for installation, Education, Implementation and on-going Education Support

Shipping Cost

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO HEAR A PRESENTATION BY MR. BILL HENDERSON, FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING THE FDOT COUNTY WORK PROGRAM PRIORITIES, AS AGENDAED BY AMY TUCKER-BAULDREE.

MEETING DATE REQUESTED:

SEPTEMBER 8, 2015

Statement of Issue:

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

•

Margaret Dunn

From: Tucker-Bauldree, Amy <Amy.Tucker-Bauldree@dot.state.fl.us>
Sent: Friday, August 14, 2015 3:09 PM
To: Margaret Dunn
Subject: Taylor County Commission Meeting

Importance: High

Good Afternoon!

Mr. Bill Henderson is requesting **Taylor County** to include him on the agenda for the upcoming County Commission Meeting on **Monday, September 7th at 6:00 pm.**

Please let me know if this is the correct date and time.

The purpose of the visit is to present the **Florida Department of Transportation's County Work Program Priorities.**

Thank you.



Amy Tucker-Bauldree

Department of Transportation - District 2
Administrative Assistant
1109 South Marion Avenue
MS 2007
Lake City, Florida 32025-5874
386-758-3725
Amy.Tucker-Bauldree@dot.state.fl.us

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER A REQUEST BY RAY CURTIS TO ASK THE FLORIDA ATTORNEY GENERAL FOR A LEGAL OPINION AND TO HEAR UPDATES REGARDING THE TCDA.

MEETING DATE REQUESTED:

SEPTEMBER 8, 2015

Statement of Issue:

TCDA WOULD LIKE TO WORK COOPERATIVELY WITH THE BOARD TO REQUEST AN OPINION FROM THE ATTORNEY GENERAL OF FLORIDA RELATED TO THE LEGALITY OF AN INTERLOCAL AGREEMENT, MEMORANDUM OF UNDERSTANDING, OR RESOLUTION, REGARDING ALLOCATION OF A PERCENTAGE OF AD VALOREM TAX REVENUES FROM PROCUREMENT OF FUTURE BUSINESSES.

Recommended Action:

TCDA REQUESTS THE BOARD TO TASK THE COUNTY ATTORNEY TO SUBMIT A REQUEST FOR AN OPINION FROM THE ATTORNEY GENERAL

Fiscal Impact:

\$0.00

Budgeted Expense:

UNKNOWN

Submitted By:

RAY CURTIS, ESQUIRE

Contact:

850-584-3812

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

DRAFT OPINION REQUEST

Attorney General
Department of Legal Affairs
The Capitol PL01
Tallahassee, Florida 32399-1050

Question of Law to be Answered:

May a County enter into an interlocal agreement or memorandum of understanding with, or pass a resolution with respect to, its own Development Authority wherein the County agrees to apportion a percentage of ad valorem revenues to its Development Authority from new businesses that located within the County as a result of the efforts and assistance of said Development Authority?

Facts Presented:

The Taylor County Development Authority (hereinafter "TCDA") has proposed to Taylor County (hereinafter "COUNTY") an arrangement wherein COUNTY would agree to apportion a certain percentage of new ad valorem revenues to TCDA from new businesses that locate within COUNTY as a result of the efforts and assistance of TCDA. TCDA suggests this incentivizes it by increasing its operating budget when it secures new investment in COUNTY and eliminates annual expenditure of time to prepare and present justifications for the existing budget and for budget increase requests, allowing it to spend its limited resources and manpower on economic development.

Applicable Law:

The Florida Constitution, Article VII, Section 9:

SECTION 9(a). Counties, school districts, and municipalities shall, and special districts may, be authorized by law to levy ad valorem taxes and may be authorized by general law to levy other taxes, for their respective purposes, except ad valorem taxes on intangible personal property and taxes prohibited by this constitution.

Issue:

It does not appear clearly in the prior opinions of the AGO or prevailing case law that a County may or may not enter into an interlocal agreement or memorandum of understanding with, or pass a resolution with respect to, its own Industrial Development Authority wherein the County agrees to increase said Authority's budget on a pro rata basis correspondent to the increase in the ad valorem base as a result of the Authority's efforts.

Margaret Dunn

From: Ray Curtis <ray@smithcurtis.com>
Sent: Monday, August 24, 2015 1:49 PM
To: Margaret Dunn
Cc: Dustin Hinkel; scottfrederick@fairpoint.net
Subject: TCDA BOCC Agenda Item
Attachments: New Agenda Request Form-Template (3)_merged.pdf

Good afternoon,

Please find attached a request to be placed on the agenda for the 9/8/15 BOCC meeting. Please let me know if you need any supplemental material.

Thank you and have a nice afternoon.

Ray Curtis

--
--

PLEASE NOTE THAT EFFECTIVE SEPTEMBER 11, 2015, I WILL BE AT A NEW LOCATION WITH DIFFERENT CONTACT INFORMATION AS FOLLOWS:

THE CURTIS LAW FIRM, P.A.
103 NORTH JEFFERSON STREET
PERRY, FLORIDA 32347
PHONE: 850-584-5299
FAX: 850-290-7449
EMAIL: ray@thecurtislawfirm.com

Donald R. Curtis III

Smith, Smith & Curtis

Attorneys at Law, P.A.

Post Office Drawer 579

Perry, FL 32348

(850) 584-3812

(850) 584-7148 fax

The preceding electronic mail message (including any attachments) contains information the sender deems confidential and constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of the foregoing electronic mail (including any attachments) by unintended recipients is not authorized by the sender and may be unlawful.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO ACCEPT A CHECK FROM GEORGIA-PACIFIC IN THE AMOUNT OF \$2500 TO SPONSOR THE VETERANS DAY COMMUNITY CELEBRATION, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

SEPTEMBER 8, 2015

Statement of Issue:

A CHECK WAS RECEIVED FROM GEORGIA PACIFIC IN THE AMOUNT OF \$2,500 WITH THE NOTATION "SPONSORSHIP OF VETERANS DAY COMMUNITY CELEBRATION, TAYLOR."

Recommended Action:

Fiscal Impact:

\$2,500 TO THE BOARD

Budgeted Expense:

Submitted By:

COUNTY ADMINISTRATOR, 838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:



GEORGIA-PACIFIC FINANCIAL MANAGEMENT LLC
PO BOX 61270
PHOENIX, AZ 85082-1270

VENDOR NUMBER
G180386002

DATE
3-16-2015

CHECK NUMBER
909205611

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	PHONE CONTACT
3/12/15	CA54773	2,500.00	.00	2,500.00	866-924-1397
SPONSORSHIP OF VETERANS DAY COMMUNITY CELEBRATION, TAYLOR					

TOTALS

2,500.00

.00

2,500.00

Detach check along this perforation.

THIS DOCUMENT CONTAINS VOID PANTOGRAPH, MICROPRINT BORDER, THERMOCHROMIC INK AND ARTIFICIAL WATERMARK.



GEORGIA-PACIFIC FINANCIAL MANAGEMENT LLC
PO BOX 61270
PHOENIX, AZ 85082-1270

JP MORGAN CHASE BANK, N.A.
NEW YORK, NY
PAYABLE THROUGH CHASE BANK USA, N.A.

CHECK #: 0909205611

DATE: 3-16-2015

*Press or rub with finger.
If the blue colored symbol disappears,
this document is authentic.

PAY EXACTLY \$*****2,500.00

PAY

Two Thousand Five Hundred and 00/100 Dollars

TO THE
ORDER OF

TAYLOR COUNTY BOARD
OF COUNTY COMMISSIONERS
PO BOX 620
PERRY FL 32348

Tyler L. Work

⑈0909205611⑈ ⑆021309379⑆ 6301446450509⑈

11

AUCILLA AREA SOLID WASTE ADMINISTRATION

P.O. BOX 629

GREENVILLE, FL 32331

August 18, 2015

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 620

PERRY, FL 32331

Re: Transportation Equalization Costs to Dixie County Invoice # 15AR63

DUE TO DIXIE COUNTY FOR FISCAL YEAR 2013-2014 \$44,000.00

Make Check Payable to Aucilla Area Solid Waste Administration for the above amount.

**Thank you,
John McHugh, Landfill Administrator
aucif@aol.com
Phone Number: 850-948-4875**

0262-54903
86

(agenda/consent 9/8/15) 186
8-25-15

(12)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2015, to be in excess of the advertised budget.

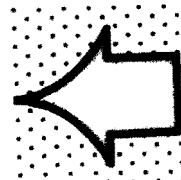
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2015.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$1,644	107-3312012	Vol. Fire Assistance Grant
Expenditures:		
\$1,644	0196-55103	Vol. Fire Asst. Grant- Equipment < \$1,000

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 8th day of September, 2015 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2015 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**NOT
FOR
RECORD**

(New Forestry Grant Awarded 2015 FY for equipment)

Taylor County Administrative Complex
201 East Green Street, Perry, Florida 32347

Melody Cox
Administrative Services

850-838-3553
850-838-3501 Fax

grants.coordinator@taylorcountygov.com

MEMORANDUM

DATE: August 17, 2015

TO: Tammy

FROM: Melody

RE: Budget Amendment Request
Forestry Grant- Fire Rescue

(Budget Amendment for 1644)
9-8-15 JG
Volunteer Fire Assistance Grant (Post 0196)
(Refund 1063312012)

Tammy, please prepare a budget amendment for the attached grant. Dan has the match set aside. The budget should be as follows:

Acct. 54100 Communications \$3,288 Paging Receivers with chargers and batteries

TOTAL BUDGET \$3,288

(\$1,644 Grant and \$1,644 Match)

Entered via Budget Tracker 8-25-15 JG

We closed out #0196 New Asst. Vol Fire Grant in July- can you use that account number again to streamline the process?

Please let me know if you have any questions. Thank you!

Melody

**FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES**

**FLORIDA FOREST
SERVICE**

**FOREST PROTECTION
BUREAU**



FAX COVER PAGE

PAGE 1 OF A 2 PAGE TRANSMISSION

TO: Volunteer Fire Assistance Grant Recipient

FROM: Matt Weinell, Fire Resource Manager

PHONE: 850/681-5931

Fax: 850/681-5901

Attached you will find a list of approved items for purchase through the VFA Grant Program. The "**AMOUNT APPROVED**" column lists the amount that was approved to spend, the column marked "**FED COST SHARE (50%)**" is the total possible amount to be reimbursed. The recipient can spend up to the approved amount, but will only get reimbursed for half of that amount.

Please remember to provide the complete Proof-of-Purchase package (ex. copy of check, invoice with zero balance) for approved items to be reimbursed. Invoices must be stamped paid and indicate a check number.

Send Proof-of-Purchase package with Certificate of Expenditure to our office for reimbursement:

VFA Grants Room 159
Florida Forest Service
3125 Conner Blvd.
Tallahassee, FL 32399-1650

The Certificate of Expenditure must be signed and notarized and returned with the Proof-of-Purchase package. Copies of the Certificate of Expenditure can be found on our website at: http://www.fl-dof.com/wildfire/vfa_grants.html . Please remember that the sooner the proof-of-purchase package is returned, the sooner we can reimburse the 50% match.

2013 APPROVED FEDERAL COST SHARE

05 Taylor

Taylor County Board of Commissioners

	AMOUNT APPROVED	FED COST SHARE (50%)	NUMBER	DESCRIPTION
	\$7,258	\$3,628.00	4	PPG/Full Set of Turnout Gear Including Helmet, Boots, Gloves
New →	\$3,288	\$1,644.00	9	Motorola Minitor VI Paging Receivers W/Chargers & Batteries
FIRE DEPT. TOTAL	\$10,544	\$5,272.00		

Tammy Taylor

From: Melody Cox <melody.cox@taylorcountygov.com>
Sent: Monday, August 17, 2015 10:12 AM
To: Tammy Taylor; Dustin Hinkel
Cc: Margaret Dunn; Dan Cassel
Subject: New Forestry Grant
Attachments: Forestry Grant August 2015.pdf

Importance: High

Tammy,

We have been waiting for the attached Forestry Grant to come through in the amount of \$1,644 for a total project cost of \$3,288. I know a budget amendment is required. However, Dan has the match set aside for the current fiscal year. He can have the paging equipment shortly after the preparation of a purchase order. I can have a budget to you in just a few minutes. Could Dustin approve the budget amendment and the BOCC ratify? We could use the Account number for the Forestry grant we closed out in July to save setting up a new account. Please just let me know what we can do to stream line the budget amendment process so that Dan can expend the grant funds and the funding he has set aside for the match in the current fiscal year. Again, Dan and I can easily have everything closed out in this fiscal year, we just need access to the funds. Thanks!

Melody

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to consider approval of annual contract with North Central Florida Regional Planning Council (NCFRPC) for Planning Services

MEETING DATE REQUESTED:

September 21, 2015

Statement of Issue: Request for Board approval of contract for Planning Services with the North Central Florida Regional Planning Council (NCFRPC) for fiscal year 2015/2016.

Recommended Action: Approve contract.

Fiscal Impact: \$12,500

Budgeted Expense: Yes

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The NCFRPC has provided planning services for the County through a contractual agreement for numerous years. The services provided include, but are not limited to, Future Land Use Map amendment processing, statutorily required comprehensive plan amendment processing, land development code amendment processing, public notice preparation for legal and display advertisements, state agency notification of amendments, data and analysis calculations for required amendments, concurrency calculation review for amendments, negotiation with the Department of Economic Opportunity and consultation with county staff. The contract price was at one time \$23,500; however, due to the budgetary constraints faced by the County, the Council has agreed to continue to perform the service for \$12,500.

Planning staff deems a contractual agreement with the Planning Council to be a necessity for operation of the planning responsibilities of the County. The actions performed by the Council for previous issues, such as; proportionate fair share, capital improvement amendment, public school facilities element and associated interlocal agreement has allowed the county to move forward without acting in a reactionary manner and not being subject to the repercussions of missed deadlines that are common with such mandated amendments.

Planning staff respectfully requests the County Commission approve the attached contract in the amount of \$12,500 for fiscal year 2015/2016.

- Options:**
1. Approve contract.
 2. Choose not to approve contract.

Attachments: Copy of contract.



Serving
Alachua • Bradford
Columbia • Dixie • Gilchrist
Hamilton • Lafayette • Madison
Suwannee • Taylor • Union Counties

2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

August 28, 2015

Mr. Dustin Hinkel
County Administrator
Taylor County
201 East Green Street
Perry, FL 32347

RE: Fiscal Year 2016
Agreement Between the County and the Planning Council
for Local Government Comprehensive Planning Services

Dear Dustin:

Please find enclosed two copies, with original Planning Council signatures, of the above referenced proposed agreement between the County and the Planning Council for the Planning Council to provide comprehensive planning services to the County for Fiscal Year 2016 in the amount of \$12,500. Please note that the method of compensation for comprehensive planning services provided pursuant to this Agreement is on a fixed fee basis.

Subsequent to approval of the above referenced agreement by the County, please have both copies dated on Page 1 and signed on Page 4, retain one copy of the Agreement with original signatures for the County's files and return one signed copy of the Agreement with original signatures to me for the Planning Council's files.

If you have any questions concerning this Agreement, please do not hesitate to contact me at 352.955.2200, ext. 101.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosures

xc: William D. Griner, County Building Official (letter only)
Margaret Dunn, Assistant County Administrator (letter only)

L:\LGA Contracts\2016\2016 agreeletterfinalmerge.doc

Dedicated to improving the quality of life of the Region's citizens,
by coordinating growth management, protecting regional resources,
promoting economic development and providing technical services to local governments.

FISCAL YEAR 2016
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES
AGREEMENT
BETWEEN THE
BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA
AND THE
NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2015, by and between the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2015 and shall end on September 30, 2016. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Administrator of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Taylor County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Taylor County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY

Attest:

Seal

Annie Mae Murphy
County Clerk

Patricia Patterson
Chair

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Attest:

Seal

SSRK

Scott R. Koons
Executive Director

Daniel Riddick

Daniel Riddick
Chair

APPENDIX A
SCOPE OF SERVICES
FOR THE
FISCAL YEAR 2016
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. Amendment Assistance - preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Satisfaction of Second Mortgage for Edna Tillis who received rehabilitation assistance through the SHIP Program on November 7, 2014 in the amount of \$26,750.00. Ms. Tillis sold her home prior to the five year requirement period and the County has received payment for the prorated amount of \$22,291.66 to satisfy the balance of the Second Mortgage.

MEETING DATE REQUESTED:

September 8, 2015

Statement of Issue: Board to approve Satisfaction of Second Mortgage for Edna Tillis who received rehabilitation assistance through the SHIP Program. All terms of the Second Mortgage have been satisfied.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Ms. Tillis received rehabilitation assistance through the SHIP Program in the amount of \$26,750.00 on November 7, 2014. Ms. Tillis sold her home prior to the five year period of the Second Mortgage and was required to reimburse the County a prorated amount of the SHIP funding provided. Frith Abstract provided payment in the amount of \$22,291.66 to the County. All terms of the Second Mortgage have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **EDNA TILLIS**, bearing date the 7th day of November, A. D. 2014, recorded in Official Records Book 722, pages 373-385, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$26,750.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

Commence at the Northeast corner of Block 147 of the Steinhatchee Subdivision according to a map or plat of said Steinhatchee Subdivision on record in the office of the Clerk of the Circuit Court of Taylor County, Florida, run Southerly along the East boundary of Block 147 (200 feet) for a P.O.B. Then run Westerly parallel to the North boundary of Block 147 (660 feet), then run Southerly along the West boundary of Block 147 (200 feet) then run Easterly parallel to the South boundary of Block 147 (660 feet), then run Northerly along the back boundary of Block 147 (200 feet) back to the P.O.B. Consisting of 3.03 acres.

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this ____ day of _____, 2015.

Signed, Sealed and Delivered
in Presence of:

_____(SEAL)
PAT PATTERSON, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared PAT PATTERSON, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires:

THIS INSTRUMENT PREPARED BY:
Conrad C. Bishop, Jr.
Attorney at Law
P. O. Box 167
Perry, Florida 32347
Bar Number: 126073

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPROVE PAYMENT OF PURCHASE ORDER 20151695 FOR REIMBURSEMENT TO DOCTORS' MEMORIAL HOSPITAL FOR EQUIPMENT PURCHASED AS AUTHORIZED BY THE BOARD.

MEETING DATE REQUESTED:

SEPTEMBER 8, 2015

Statement of Issue: THIS WAS A BID SOLICITATION AUTHORIZED BY THE BOARD. THE COMMITTEE'S RECOMMENDATION OF THE LOWEST RESPONSIVE RESPONSIBLE BIDDER WAS APPROVED BY THE BOARD.

Recommended Action: APPROVE THE EXPENDITURE

Fiscal Impact: \$145,072.92

Budgeted Expense: YES, FROM THE DMH SALES TAX SURCHARGE FUND

Submitted By: COUNTY ADMINISTRATOR 838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS**
PO BOX 620
PERRY, FL 32348

PURCHASE ORDER NO. 20151695

PAGE NO. 1

Submit original invoice to the above address

VENDOR 000126 FAX: 850-584-2524
DOCTORS© MEMORIAL HOSPITAL
333 NORTH BYRON BUTLER PARKWAY
P.O. BOX 1847
PERRY FL 32348-1847

SHIP DOCTORS© MEMORIAL HOSPITAL
333 BYRON BUTLER PARKWAY
PERRY, FL. 32347
TO ATTN:
purchasing@taylorcountygov.com

ORDER DATE: 07/23/15		BUYER: MARGARET DUNN		REQ. NO.: R1501909	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.:		DESC.: DMH SALES TAX SURCHARGE P	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	EA	PER PROPOSAL DATED 7-22-15 #MR060395-3, ANESTHESIA SYSTEM WITH GAS MODULE CAPABILITY. VENDOR IS MINDRAY NORTH AMERICA, A MED ASSETS VENDOR. INCLUDES TRADE IN ALLOWANCE.	145072.9200	145,072.92

DMH has received the equipment and approved it.

*OK to pay
DMH has paid the vendor
Margaret Dunn
9/2/15*

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	145,072.92
01	1504 56400	145,072.92		TOTAL \$	145,072.92

APPROVED BY

[Signature]
COUNTY ADMINISTRATOR
[Signature]
DIRECTOR OF PURCHASING

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF THE PURCHASE OF ANESTHESIA EQUIPMENT FOR DOCTOR'S MEMORIAL HOSPITAL FROM MINDRAY NORTH AMERICA AS RECOMMENDED BY THE BID COMMITTEE.

MEETING DATE REQUESTED:

JULY 21, 2015

Statement of Issue:

THERE WERE FIVE RESPONSES TO THE BID SOLICITATION FOR ANESTHESIA EQUIPMENT ON MAY 4, 2015. THE FIVE COMPANIES WERE ASKED TO DEMONSTRATE THEIR EQUIPMENT AND FOUR COMPLIED. A RECOMMENDATION HAS COME FROM THE COMMITTEE TO PURCHASE FROM MINDRAY NORTH AMERICA, THE LOWEST RESPONSIVE RESPONSIBLE BIDDER.

Recommended Action: APPROVE THE RECOMMENDATION OF THE COMMITTEE

Fiscal Impact: \$145,072.92

Budgeted Expense: YES

Submitted By: DUSTIN HINKEL ON BEHALF OF THE COMMITTEE

Contact: 838-3500 X 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

To: Amanda Gregory
Subject: RE: Anesthesia Recommendation

Mindray's initial pricing allowed for a trade in. Do you have a trade in???

From: Amanda Gregory [<mailto:agregory@doctorsmemorial.com>]
Sent: Tuesday, July 14, 2015 1:56 PM
To: Margaret Dunn
Subject: FW: Anesthesia Recommendation

Margaret

I have attached the letter of recommendation for the Anesthesia Machines. We are recommending the A5 system from Mindray \$145,072.92.

I have also attached the spreadsheet with all vendors with the specs that was requested. On the Score sheets that is the evaluation tool we used. On that bottom of the spreadsheet (where you can click on the different sheets) there is the evaluation forms for each vendor. we had a total of 2 evaluations for each system.

*Thanks
Amanda*

*Amanda Gregory
Materials Management Director
850-584-0155*



A partnership with Tallahassee Memorial HealthCare

Margaret Dunn

From: Amanda Gregory <agregory@doctorsmemorial.com>
Sent: Tuesday, September 1, 2015 11:43 AM
To: Margaret Dunn
Cc: Danita Cannon; j.young
Subject: FW:
Attachments: SKMBT_C22015090111220.pdf; SKMBT_C22015090111230.pdf

Margaret

I have attached the paperwork for the purchase of the Anesthesia Purchase and also the Stretcher Purchase. Let me know if you need anything else.

*Thanks
Amanda*

08/11 MINDRAY DS USA, INC
24312 NETWORK PL, CHICAGO, IL 60673-1243
DOCTORS' MEMORIAL HOSPITAL, P.O. BOX 1847, PERRY, FL 32348-1847

062756

REFERENCE NO.	DATE	GROSS AMOUNT	DISCOUNT %	DISCOUNT AMOUNT	NET PAYABLE
0600417102	08/11/15	178.24			178.24
0600414281	07/27/15	74,318.61			74,318.61
0600419131	08/20/15	185.33CR			185.33CR
060414517	07/28/15	70,761.40			70,761.40
TOTALS		145,072.92	TOTALS		145,072.92


CHECK NO. 62756
09/01/15

DOCTORS' MEMORIAL HOSPITAL, P.O. BOX 1847, PERRY, FL 32348-1847

062756

REFERENCE NO.	DATE	GROSS AMOUNT	DISCOUNT %	DISCOUNT AMOUNT	NET PAYABLE
0600417102	08/11/15	178.24			178.24
0600414281	07/27/15	74,318.61			74,318.61
0600419131	08/20/15	185.33CR			185.33CR
060414517	07/28/15	70,761.40			70,761.40
TOTALS		145,072.92	TOTALS		145,072.92

CHECK NO. 62756

 DOCTORS' MEMORIAL HOSPITAL		THE CITIZENS BANK OF PERRY PERRY, FL 32347 63-5507631 BRANCH 001		062756
P.O. BOX 1847 PERRY, FL 32348-1847				
PAY TO THE ORDER OF MINDRAY DS USA, INC 24312 NETWORK PL CHICAGO, IL 60673-1243		08771 62756 DATE 09/01/15 AMOUNT \$145,072.92 VOID AFTER 180 DAYS <i>Mary Leach</i> <i>Carl Henry</i>		
One Hundred Forty-Five Thousand Seventy-Two Dollars and Ninety-Two Cents				

062756 0631065011 0154054201

Sent to
Daria
8-21-15
#6

RUN DATE: 08/21/15
RUN TIME: 09:35
DATE RANGE: 08/01/15 THRU 08/21/15

DOCTORS MEMORIAL HOSPITAL
INVENTORY RECEIVING REPORT

PAGE 1
IVADJR
TIME RANGE: ALL

GL#/LOC	VND/ITM	NAME/DESC	RCV DT	PO	ENT DT	TIME	INT	RCV QTY	UN	MANUFACTURER	UNIT COST	TOTAL COST
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08771		MINDRAY DS USA, INC										
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40200033	00099933	ANESTHESIA SYSTEM	082115	0027442	082115	09:35	AGG	1.00	EA		145072.9200	145072.92
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GL# TOTALS

40200033

145072.92

SUBTOTALS

145072.92

PURCHASE ORDER #: 27442 PAGE 1

DOCTORS MEMORIAL HOSPITAL
333 N. BYRON BUTLER PKWY
PERRY, FL 32347
HOSP PHONE: 850-584-0800
PUR PHONE.: 850-584-0155
FAX.....: 850-584-0656

The order number must appear on all
invoices, packages, & correspondence.

MIN PO AMT...:
TAX EXEMPT #: 72-04-00 4202-56
ACCOUNT #...: 60055767

DATE VEND ----TERMS----
07/24/15 08771
----SHIP VIA--- ----FOB-----

TO: MINDRAY DS USA, INC
24312 NETWORK PL
CHICAGO, IL 60673
VEND PHONE: 800-288-2121
VEND FAX...:

SHIP: DOCTORS MEMORIAL HOSPITAL
TO: 333 N. BYRON BUTLER PKWY
PERRY, FL 32347

LINE#/DESCRIPTION	DEPARTMENT	HOSPITAL #	CATALOG # GL NUM.	UNIT	QTY	ORD	UNIT CST EXT CST
1 ANESTHESIA SYSTEM				EA	1		145072.92
ANESTHESIOLOGY		99933	40200033				145072.92
*** TOTALS ***					1		145072.92

Proposal
MK060395-3

AUTH. SIGNATURE: 
ENTERED BY: AGE

SHIP
DOCTOR'S MEMORIAL HOSPITAL
333 BYRON BUTLER PARKWAY
PERRY, FL. 32347
TO
ATTN:
purchasing@taylorcountygov.com

**Remit To:**

MINDRAY DS USA, INC.
24312 NETWORK PL.
CHICAGO, IL 60673-1243

Tel: 201-995-8000
Fax: 201-995-8611

Bill To:

60055767
DOCTORS MEMORIAL HOSPITAL, INC
333 N BYRON BUTLER PKWY
PERRY, FLORIDA 32347

Ship To:

60055767
DOCTORS MEMORIAL HOSPITAL, INC
333 N BYRON BUTLER PKWY
PERRY, FLORIDA 32347

Invoice Number: 0600417102

Invoice date: 08/11/2015

Page

1 / 1

P.O. Number: 27442**Sales Order Number: 200030057****Payment Terms: Net 30 Days****Freight Terms: FOB NJ**

Date Shipped: 08/11/2015		Shipped Via: UPS COMMERCIAL GROUND				S/A: 90210254		
Item#	Product Number	Description	Quantity Shipped	Quantity Backord	Unit List Price	Discount	Unit Net Price	Extended Net
120	0012-00-1514-05	3-Lead, ECG, Univ, Pinch, 24", AAMI	3	0	105.00	26.25	78.75	236.25

Late Fee Policy: Invoice balances past due by more than 30 days are subject to a late fee of 1.5% for each month past due.

Subtotal \$236.25

Header Discount -58.01

Net Value \$178.24

Total \$178.24

* THANK YOU FOR YOUR ORDER*

ORDER ENTERED BY: RFC_SFDC

BUYER: Amanda Gregory

PHONE NO: 850-584-0155

ORDERED: By email

Entered by Joanne

MR060395-3

Email

RECEIVED

AUG 17 2015

Hoses confirmed should be Ohmeda-

Deleted Line # 40, 60, 70, 80 <(>&<)> 90

Entered correct Ohmeda hoses

PLEASE CONTACT SALES SUPPORT AT 1-800-288-2121 EXTENSION 7140 FOR
QUESTIONS REGARDING YOUR ORDER, OR FOR RETURN AUTHORIZATION.

SHOULD YOU CHOOSE TO RETURN THIS ITEM, A RESTOCKING / RE-INSPECTION FEE
MAY APPLY.

*Rec'd & Working
OK to Pay
8-17-15 AG.*

Remit To:

24312 NETWORK PL.

CHICAGO, IL

60673-1243

Please Pay This Amount:

178.24 USD



Remit To:
MINDRAY DS USA, INC.
 24312 NETWORK PL.
 CHICAGO, IL 60673-1243

Tel: 201-995-8000
 Fax: 201-995-8611

Bill To: 60055787
 DOCTORS MEMORIAL HOSPITAL, INC
 333 N BYRON BUTLER PKWY
 PERRY, FLORIDA 32347

Invoice Number: 0600414281	Page 1 / 1
Invoice date: 07/27/2015	
P.O. Number: 27442	
Sales Order Number: 200030057	
Payment Terms: Net 30 Days	
Freight Terms: FOB NJ	

Ship To: 60055787
 DOCTORS MEMORIAL HOSPITAL, INC
 333 N BYRON BUTLER PKWY
 PERRY, FLORIDA 32347

Date Shipped: 07/27/2015		Shipped Via: CONWAY		S/A: 90210254				
Item#	Product Number	Description	Quantity Shipped	Quantity Backord	Unit List Price	Discount	Unit Net Price	Extended Net
10	0831F-01000-06	A5 Anest, w/ gas cap., w/o batt Incl. SN:EJ-53020453 SN:EJ-53020655 SN:EJ-53020451	3	0	51,990.00	19,236.30	32,753.70	96,261.10

Late Fee Policy: Invoice balances past due by more than 30 days are subject to a late fee of 1.5% for each month past due.

Subtotal	\$98,261.10
Header Discount	-24,127.82
Net Value	\$74,133.28
Freight Fee	185.33
Total	\$74,318.61

* THANK YOU FOR YOUR ORDER*
 ORDER ENTERED BY: RFC_SFDC
 BUYER: Amanda Gregory
 PHONE NO: 850-584-0155
 ORDERED: By email
 Entered by Joanne
 MR060395-3
 Email

*Included in Shipments
 waiting on new invoice
 Credit attached.*

*Reed & working
 OK to pay
 8-17-15 H.B.*

Hoses confirmed should be Ohmeda-

Deleted Line # 40, 60, 70, 80 <(>&<> 90

Entered correct Ohmeda hoses

PLEASE CONTACT SALES SUPPORT AT 1-800-288-2121 EXTENSION 7140 FOR QUESTIONS REGARDING YOUR ORDER, OR FOR RETURN AUTHORIZATION.

SHOULD YOU CHOOSE TO RETURN THIS ITEM, A RESTOCKING / RE-INSPECTION FEE MAY APPLY.

Remit To:	Please Pay This Amount:		
24312 NETWORK PL	CHICAGO, IL	60673-1243	74,318.61 USD

**Credit Memo: 0600419131**

Credit date: 08/20/2015

Page
1 / 1

P.O. Number: 27442

Applied to Invoice/Credit #:0600414281

Sales Order Number:234019984

Payment Terms:Net 30 Days

Freight Terms:FOB NJ

Contact:

MINDRAY DS USA,INC.
24312 NETWORK PL.
CHICAGO,IL 60673-1243Tel: 201-995-8000
Fax: 201-995-8611

Bill To:

60055767
DOCTORS MEMORIAL HOSPITAL, INC
333 N BYRON BUTLER PKWY
PERRY,FLORIDA 32347

Ship To:

60055767
DOCTORS MEMORIAL HOSPITAL, INC
333 N BYRON BUTLER PKWY
PERRY,FLORIDA 32347

Date Shipped:		Shipped Via:		S/A: 90210254				
Item#	Product Number	Description	Quantity Shipped	Quantity Backord	Unit List Price	Discount	Unit Net Price	Extended Net
10	FRGT-00-SALE	Sales Freight	1.000	0			185.33	185.33

**Late Fee Policy: Invoice balances past due by more than 30 days
are subject to a late fee of 1.5% for each month past due.**

Subtotal -185.33

Net Value -185.33

Total -185.33

Credit issued by J. Vanderhoff

System added a freight fee to the order when per their GPO the account
does not pay freight

600414281
200030057

	Credit Amount:
	-185.33 USD



Remit To:

MINDRAY DS USA, INC.
24312 NETWORK PL.
CHICAGO, IL 60673-1243

Tel: 201-995-8000
Fax: 201-995-8611

Bill To:

60055767
DOCTORS MEMORIAL HOSPITAL, INC
333 N BYRON BUTLER PKWY
PERRY, FLORIDA 32347

Invoice Number: 0600414517

Invoice date: 07/28/2015

Page
1 / 3

P.O. Number: 27442

Sales Order Number: 200030057

Payment Terms: Net 30 Days

Freight Terms: FOB NJ

Ship To:

60055767
DOCTORS MEMORIAL HOSPITAL, INC
333 N BYRON BUTLER PKWY
PERRY, FLORIDA 32347

*Rec'd & Working
OK TO Pay
8-17-15
PK*

Date Shipped: 07/28/2015		Shipped Via: UPS COMMERCIAL GROUND			S/A: 90210254			
Item#	Product Number	Description	Quantity Shipped	Quantity Backord	Unit List Price	Discount	Unit Net Price	Extended Net
20	046-003777-00	A5/A3# Operating Instructions	3	0	50.00	50.00		
30	121-001083-00	A5 GM access Sales BOM	3	0	9,000.00	3,330.00	5,670.00	17,010.00
	Consist of							
31	0348-00-0185	SPECIAL SEAL	18	0				
32	115-016612-00	Loop sealing kit(0632)	3	0				
33	040-001270-00	O2 Sensor	3	0				
34	801-0631-00102-00	O2 sensor cabel module FRU	3	0				
35	110-001627-24	A5 SW Bundle Ver 02.06.00	3	0				
37	6800-30-50842	GAS2 module: Auto ID Multi-Gas/O2 module SN:CFA4C277772 SN:CFA53282170 SN:CFA52280859	3	0				
50	0436-00-0198	MOUNT ARM, PIVOT, 16", ANEST/PASS	3	0	240.00	52.80	187.20	561.60
100	121-000994-00	A Series Resource Kit/Oxygen	1	0	376.50	82.83	293.67	293.67
	Consist of							
101	115-009546-00	User Resource Kit	1	0				
102	040-001270-00	O2 Sensor	1	0				
103	801-0631-00102-00	O2 sensor cabel module FRU	1	0				
110	0012-00-1514-02	5-Lead, ECG, Univ, Pinch, 24", AAMI	3	0	145.00	36.25	108.75	326.25
130	6804F-PA00002	Passport 12m / E SN:JD-55000210 SN:JD-55000283 SN:JD-55000139	3	0	6,800.00	2,772.00	3,828.00	11,484.00
140	M51AF-PA00028	MAS MPM w/ Mortara, 3/5-L SN:JCA55000167 SN:JCA55000543 SN:JCA55000494	3	0	5,484.00	2,294.88	3,169.12	9,507.36

* THANK YOU FOR YOUR ORDER*



Remit To:
MINDRAY DS USA, INC. Tel: 201-995-8000
 24312 NETWORK PL. Fax: 201-995-8611
 CHICAGO, IL 60673-1243

Invoice Number: 0600414517

Invoice date: 07/28/2015

Page
2 / 3

P.O. Number: 27442

Sales Order Number: 200030057

Payment Terms: Net 30 Days

Freight Terms: FOB NJ

Bill To: 60055767
 DOCTORS MEMORIAL HOSPITAL, INC
 333 N BYRON BUTLER PKWY
 PERRY, FLORIDA 32347

Ship To: 60055767
 DOCTORS MEMORIAL HOSPITAL, INC
 333 N BYRON BUTLER PKWY
 PERRY, FLORIDA 32347

Date Shipped: 07/28/2015		Shipped Via: UPS COMMERCIAL GROUND			S/A: 90210254			
Item#	Product Number	Description	Quantity Shipped	Quantity Backord	Unit List Price	Discount	Unit Net Price	Extended Net
150	050-000702-00	Mounting Adapter Plate w/ Cable Hooks	3	0	238.00	59.50	178.50	535.50
160	009-003852-00	12Pin 3/5-Lead ECG Host Cable, ESU-P(DS)	3	0	125.00	31.25	93.75	281.25
180	DPM-MGAS-XWAR	MULTI-GAS+AUTO ID+O2 MAIL IN 1Y	9.000	0	450.00	67.50	382.50	3,442.50
190	A5-1YR-XWRNTY- PM	A SERIES, 1 YR EXT WARRANTY AND 1 PM	9	0	2,495.00	374.25	2,120.75	19,086.75
200	A5-1PMONLY- INWRNTY	A SERIES, 1 PM ONLY, PER UNIT IN WARRANTY	6	0	950.00	142.50	807.50	4,845.00
210	DPM6/7-MPM- XWAR-1Y	DPM6/7 1YR EXTWAR W/MPM ONSITE	12.000	0	450.00	67.50	382.50	4,590.00
220	A5-1Y-XWAR	A SERIES, 1 YEAR EXTENDED WARRANTY	3	0	2,025.00	303.75	1,721.25	5,163.75
230	AS3PATSUCO	PATIENT SUCT REG OHMEDA TOPFIL	3	0	892.00	186.24	695.76	2,087.28
	Consist of							
231	0438-00-0207	MOUNTING ARM, VACUUM REGULATOR	3	0				
232	0438-00-0259	MOUNT, SUCTION CANISTER	3	0				
233	0992-00-0258	VACUUM REGULATOR, BARBED	3	0				
234	0004-00-0080- 13	Hose, supply, 15ft, DSSF, VAC, Ohme da	3	0				
240	0004-00-0077- 11	15 FT SUPPLY HSE, O2, OHMEDA	3	0	125.00	27.50	97.50	292.50
250	0004-00-0078- 11	15 FT SUPPLY HSE, N2O, OHMEDA	3	0	125.00	27.50	97.50	292.50
260	0004-00-0079- 11	15 FT SUPPLY HSE, AIR, OHMEDA	3	0	125.00	27.50	97.50	292.50
270	0004-00-0081- 11	15 FT SUPPLY HSE, EVAC, EVAC, OHM	3	0	200.00	44.00	156.00	468.00
36	115-018012-00	Li-Ion Bat Pack (11.1V4500mAh)	6	0				

* THANK YOU FOR YOUR ORDER *



Remit To:
MINDRAY DS USA, INC. Tel: 201-995-8000
24312 NETWORK PL. Fax: 201-995-8611
CHICAGO, IL 60673-1243

Bill To: 60055767
DOCTORS MEMORIAL HOSPITAL, INC
333 N BYRON BUTLER PKWY
PERRY, FLORIDA 32347

Invoice Number: 0600414517	Page 3 / 3
Invoice date: 07/28/2015	
P.O. Number: 27442	
Sales Order Number: 200030057	
Payment Terms: Net 30 Days	
Freight Terms: FOB NJ	

Ship To: 60055767
DOCTORS MEMORIAL HOSPITAL, INC
333 N BYRON BUTLER PKWY
PERRY, FLORIDA 32347

Date Shipped: 07/28/2015		Shipped Via: UPS COMMERCIAL GROUND				S/A: 90210254		
Item#	Product Number	Description	Quantity Shipped	Quantity Backord	Unit List Price	Discount	Unit Net Price	Extended Net
170	115-018012-00	LJ23S002A) Li-Ion Bat Pack (11.1V4500mAh LJ23S002A)	6	0	255.00	63.75	191.25	1,147.50

Late Fee Policy: Invoice balances past due by more than 30 days are subject to a late fee of 1.5% for each month past due.

Subtotal	\$81,707.91
Header Discount	-10,946.51
Net Value	\$70,761.40
Total	\$70,761.40

* THANK YOU FOR YOUR ORDER*
ORDER ENTERED BY: RFC_SFDC
BUYER: Amanda Gregory
PHONE NO: 850-584-0155
ORDERED: By email
Entered by Joanne
MR060395-3
Email

Rec'd & working OK to pay 8-17-15 \$6

Hoses confirmed should be Ohmeda-

Deleted Line # 40, 60, 70, 80 <> & <> 90

Entered correct Ohmeda hoses

PLEASE CONTACT SALES SUPPORT AT 1-800-288-2121 EXTENSION 7140 FOR QUESTIONS REGARDING YOUR ORDER, OR FOR RETURN AUTHORIZATION.

SHOULD YOU CHOOSE TO RETURN THIS ITEM, A RESTOCKING / RE-INSPECTION FEE MAY APPLY.

Remit To:	Please Pay This Amount:		
24312 NETWORK PL.	CHICAGO, IL	60673-1243	70,761.40 USD

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPROVE PAYMENT OF PURCHASE ORDER 20151376 FOR REIMBURSEMENT TO DOCTORS' MEMORIAL HOSPITAL FOR EQUIPMENT PURCHASED AS AUTHORIZED BY THE BOARD.

MEETING DATE REQUESTED:

SEPTEMBER 8, 2015

Statement of Issue:

THIS WAS A BID SOLICITATION AUTHORIZED BY THE BOARD. THE COMMITTEE'S RECOMMENDATION OF THE MOST RESPONSIVE RESPONSIBLE BIDDER WAS APPROVED BY THE BOARD.

Recommended Action: APPROVE THE EXPENDITURE

Fiscal Impact: \$48,650.00

Budgeted Expense: YES, FROM THE DMH SALES TAX SURCHARGE FUND

Submitted By: COUNTY ADMINISTRATOR 838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
 PO BOX 620
 PERRY, FL 32348

PAGE NO. 1

Submit original invoice to the above address

VENDOR 000126 FAX: 850-584-2524
 DOCTORS MEMORIAL HOSPITAL
 333 NORTH BYRON BUTLER PARKWAY
 P.O. BOX 1847
 PERRY FL 32348-1847

SHIP DOCTORS MEMORIAL HOSPITAL
 333 BYRON BUTLER PARKWAY
 PERRY, FL. 32347

TO ATTN:
 purchasing@taylorcountygov.com

ORDER DATE: 06/05/15		BUYER: MARGARET DUNN		REQ. NO.: R1501552	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.:		DESC.: SALES TAX SURCHARGE PURCH	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	5.00	EA	PER ATTACHED QUOTE AND RECOMMENDATION BY BID COMMITTEE, STRYKER STRETCHERS - 5 PRIME BIG WHEEL STRETCHERS AND 1 PRIME ELECTRIC BIG WHEEL STRETCHER.	7340.0000	36,700.00
02	1.00	EA	PRIME ELECTRIC BIG WHEEL STRETCHER	11950.0000	11,950.00

*OK to pay
 Margaret Dunn
 9/2/15*

*DMH has received and
 Paid for the items*

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$	48,650.00
01	1504	56400	36,700.00		TOTAL \$	48,650.00
02	1504	56400	11,950.00			

[Signature]
 COUNTY ADMINISTRATOR

APPROVED BY

[Signature]
 DIRECTOR OF PURCHASING

01973 STRYKER SALES CORP
PO BOX 70119 CHICAGO, IL 60673-0119
DOCTORS' MEMORIAL HOSPITAL, P.O. BOX 1847, PERRY, FL 32348-1847

062757

REFERENCE NO.	DATE	GROSS AMOUNT	DISCOUNT %	DISCOUNT AMOUNT	NET PAYABLE
1769103M	08/17/15	43,250.00			43,250.00
1772243M	08/21/15	5,400.00			5,400.00
		TOTALS		TOTALS	48,650.00

CHECK NO. 62757
09/01/15

DOCTORS' MEMORIAL HOSPITAL, P.O. BOX 1847, PERRY, FL 32348-1847

062757

REFERENCE NO.	DATE	GROSS AMOUNT	DISCOUNT %	DISCOUNT AMOUNT	NET PAYABLE
1769103M	08/17/15	43,250.00			43,250.00
1772243M	08/21/15	5,400.00			5,400.00
		TOTALS		TOTALS	48,650.00

CHECK NO. 62757

DOCTORS' MEMORIAL HOSPITAL

PO BOX 1847
PERRY FL 32348-1847

THE CITIZENS BANK OF PERRY
PERRY, FL 32347
30-607251
BRANCH 00

01973 62757

DATE 09/01/15 AMOUNT \$48,650.00

Forty-Eight Thousand Six Hundred Fifty Dollars and No Cents

VOID AFTER 180 DAYS

STRYKER SALES CORP
PO BOX 70119
CHICAGO, IL 60673-0119

Mary Luster
Carl Perry

⑈062757⑈ ⑆0663106501⑆ 01540542⑈01

RUN DATE: 08/24/15
RUN TIME: 13:25
DATE RANGE: 08/01/15 THRU 08/24/15

DOCTORS MEMORIAL HOSPITAL
INVENTORY RECEIVING REPORT

PAGE 1
IVALJLR
TIME RANGE: ALL

CL#/LOC	VND/ITN	NAME/DESC	RECV DT	PO	ENT DT	TIME	INT	RECV QTY	UN	MANUFACTURER	UNIT COST	TOTAL COST
01973		STRYKER SALES CORP										
40200011	00099911	STANDARD STRETCHERS	082415	0027221	082415	13:24	AGS	5.00	EA		6440.0000	32200.00
40200011	00099911	PREVENTIVE MAINT	082415	0027221	082415	13:24	AGS	15.00	EA		300.0000	4500.00
40200011	00099911	PRIME WHEEL STRETCHER	082415	0027221	082415	13:24	AGS	1.00	EA		11050.0000	11050.00
40200011	00099911	PREVENTIVE MAINT	082415	0027221	082415	13:24	AGS	3.00	EA		300.0000	900.00
GL# TOTALS												
40200011												48650.00
SUBTOTALS												48650.00

*Send
to clanta
8-27-15*

INVOICE

stryker

SHIP TO:	1123373
DRS MEMORIAL HOSP 333 N BYRON BUTLER PKWY PERRY FL 32347	

MAKE PAYMENT TO:
STRYKER SALES CORPORATION P.O. BOX 83308 CHICAGO, IL 60673-330 PH - 1-800-733-2383

CONTACT:
STRYKER MEDICAL 1901 Romance Rd Parkway Portage, MI 49002 Phone Number: (800) 327-0770 Fax Number: (866) 551-2618 www.stryker.com

BILL TO:	1123373
DRS MEMORIAL HOSP 333 N BYRON BUTLER PKWY PERRY FL 32347	

INVOICE NUMBER	DATE	CUSTOMER P.O.	SALES REP	ORDER NUMBER	PAGE	
1769103 M	08/17/15	27221	HOGAN JR, GARY R	4208441 SO	1 of 4	
TERMS			SHIPPING METHOD			
Net 30 days			KENCO LOGISTICS - KALAMAZOO			
SHIPPING INSTRUCTIONS						
LINE NO.	DESCRIPTION	ITEM NUMBER	SERIAL NUMBER	QUANTITY SHIPPED	UNIT PRICE	EXTENDED PRICE
1.000	Aminda Gregory 850 584-0800 PRIME BIG WHEEL STRETCHER30IN	1115000030	1507037401 1507037402 1507037403 1507037404 1507037405	5	6,440.0000	32,200.00
1.001	COMMON COMPONENT SBIG WHEEL30IN	1115016003		5	.0000	
1.002	ASSY, BASE BUMPERS, RED	1106003554		5	.0000	
1.003	ASSY, BW 4 SIDEDCONTROL BASE	1115025205		5	.0000	
1.004	ASSEMBLY, BW HOOD/BELLOW	1115228100		5	.0000	
1.005	NO 3-SIDED HYDRAULICS	0753105410		5	.0000	
1.006	EMERGENCY, SET	1105023004		5	.0000	
1.007	LABEL, SPECIFICATION	1115101001		5	.0000	
1.008	OPTION, NO SCALES	1070010000		5	.0000	
1.009	30IN JACK SUPPORT	1105010360		5	.0000	
1.010	30IN STANDARD FOWLER W/GATCH	1106010303		5	.0000	
1.011	DUAL LATCH ASSY, WHITE	1105011180		5	.0000	
1.012	30IN SLIDER BOARD ASSEMBLYWHIT	1105045310		5	.0000	
1.013	PUSH HANDLE ASSEMBLY 30IN	1105048030		5	.0000	
1.014	30IN PUMP BAR OPTION	1105045035		5	.0000	
CLAIMS FOR SHORT SHIPMENT MUST BE MADE WITHIN 30 DAYS OF RECEIPT. NO MERCHANDISE MAY BE RETURNED TO STRYKER FOR CREDIT WITHOUT OUR EXPRESS PERMISSION IN ADVANCE.			CURRENCY	SUBTOTAL	SALES TAX	TOTAL
Subject to applicable shipping and handling charges.			USD	Continued	Continued	Continued

RECEIVED
AUG 24 2015

FINANCE CHARGE OF 1 1/2% (ANNUAL PERCENTAGE RATE IS 18%) IS ADDED TO ALL PAST DUE ACCOUNTS.
 * Lease payment plans are available. If interested, please contact A/R immediately to start the application process.

08/17/2015 20:37:42

INVOICE

SHIP TO:	1123373	MAKE PAYMENT TO:
DRS MEMORIAL HOSP 333 N BYRON BUTLER PKWY PERRY, FL 32347		STRYKER SALES CORP PO BOX 83308 CHICAGO, IL 60673-3308 PH - 1-800-733-2383
BILL TO:	1123373	
DRS MEMORIAL HOSP 333 N BYRON BUTLER PKWY PERRY, FL 32347		

stryker

STRYKER MEDICAL
1901 Romance Rd Parkway
Portage, MI 49002
Phone Number: (800) 327-0770
Fax Number: (888) 551-2618
www.stryker.com

Contract Invoice

INVOICE NUMBER	DATE	CUSTOMER P.O.	ORDER NUMBER	CLAIM NUMBER	PAGE	
1772243 M	08/21/15	27221	939758		1 of 1	
TERMS			SHIPPING METHOD			
Net 30 days						
SHIPPING INSTRUCTIONS						
QUANTITY	DESCRIPTION	ITEM NUMBER	SERIAL NUMBER	QUANTITY SHIPPED	UNIT PRICE	EXTENDED PRICE
	3 Year Prevent Maintenance Agreement Effective Dates: 8/14/17 - 8/13/20 Service contract sold with new units on order 4208441					
1	27221	1115000030	1507037401		900.00	900.00
1	27221	1115000030	1507037402		900.00	900.00
7	27221	1115000030	1507037403		900.00	900.00
1	27221	1115000030	1507037404		900.00	900.00
1	27221	1115000030	1507037405		900.00	900.00
1	27221	1115000000E	1507037090		900.00	900.00
CLAIMS FOR SHORT SHIPMENT MUST BE MADE WITHIN 30 DAYS OF RECEIPT. NO MERCHANDISE MAY BE RETURNED TO STRYKER FOR CREDIT WITHOUT OUR EXPRESS PERMISSION IN ADVANCE.				SUBTOTAL	SALES TAX	TOTAL
Subject to applicable shipping and handling charges.				5400.00	0.00	5400.00

CLAIMS FOR SHORT SHIPMENT MUST BE MADE WITHIN 30 DAYS OF RECEIPT. NO MERCHANDISE MAY BE RETURNED TO STRYKER FOR CREDIT WITHOUT OUR EXPRESS PERMISSION IN ADVANCE.

INVOICE

stryker

SHIP TO:	1123373
DRS MEMORIAL HOSP 333 N BYRON BUTLER PKWY PERRY FL 32347	

MAKE PAYMENT TO:
STRYKER SALES CORPORATION P.O. BOX 93308 CHICAGO, IL 60673-330 PH - 1-800-733-2383

BILL TO:	1123373
DRS MEMORIAL HOSP 333 N BYRON BUTLER PKWY PERRY FL 32347	

CONTACT:
STRYKER MEDICAL 1901 Romance Rd Parkway Portage, MI 49002 Phone Number: (800) 327-0770 Fax Number: (888) 681-2618 www.stryker.com

INVOICE NUMBER	DATE	CUSTOMER P.O.	SALES REP	ORDER NUMBER	PAGE	
1769103 M	08/17/15	27221	HOGAN JR, GARY R	4208441 SO	2 of 4	
TERMS			SHIPPING METHOD			
Net 30 days			KENCO LOGISTICS - KALAMAZOO			
SHIPPING INSTRUCTIONS						
LINE NO.	DESCRIPTION	ITEM NUMBER	SERIAL NUMBER	QUANTITY SHIPPED	UNIT PRICE	EXTENDED PRICE
1.015	NO PERM. IV POLES FOOT END	1105035250		5	.0000	
1.016	30IN IV POLE 2 STAGE HE PR	1105035341		5	.0000	
1.017	COVER 30IN TOP FELABELSNO IV	1105210360		5	.0000	
1.018	ASSEMBLY HE COVERS, IV, PUPH	1105210083		5	.0000	
1.019	PIONEER MATTRESS 30IN	0650030000		5	.0000	
1.020	UNBOXED	9000900900		5	.0000	
1.021	2 YR / P-L-T	7777770201		5	.0000	
1.022	OPTION NO STRETCHER EXTENDER	1105080000		5	.0000	
3.000	PRIMEBIG WHEEL ELECT STRETCHER	1115000000E		1	11,050.0000	11,050.00
3.001	COMMON COMP, BIG WHEEL ELECT	1115016000	1507037090		.0000	
3.002	ECL, COM LIFT BASE COMP 120V	1008001110			.0000	
3.003	ASSY, BASE BUMPERS, RED	1105003554		1	.0000	
3.004	SIDE CONTROL BRAKES	1115003004			.0000	
3.005	SIDE CONTROL BRAKES, POWER HYD	1018025305		1	.0000	
3.006	ASSY, BW HOOD / BELLOWS	1018026100		1	.0000	
3.007	NO 3-SIDED HYDRAULICS	0753105410		1	.0000	
3.008	EMERGENCY, SET	1105023004		1	.0000	
CLAIMS FOR SHORT SHIPMENT MUST BE MADE WITHIN 30 DAYS OF RECEIPT. NO MERCHANDISE MAY BE RETURNED TO STRYKER FOR CREDIT WITHOUT OUR EXPRESS PERMISSION IN ADVANCE.			CURRENCY	SUBTOTAL	SALES TAX	TOTAL
Subject to applicable shipping and handling charges.			USD	Continued	Continued	Continued

PAID
AUG 24 2015

FINANCE CHARGE OF 1 1/2% (ANNUAL PERCENTAGE RATE IS 18%) IS ADDED TO ALL PAST DUE ACCOUNTS.

* Lease payment plans are available. If interested, please contact A/R immediately to start the application process.

08/17/2015 20:37:42

STRAIGHT BILL OF LADING-Original-Not Negotiable
Carrier S:RYKER DEDICATED FLEET



Date 08/17/2015
 Carrier's No.

From **Kenco Logistics** (warehouse) as Agent for the Shipper / Consignor Identified as:
 At **Stryker Corp. - Medical Division**
3800 Centre Ave.
Portage, MI 49002

Load No. **442554** Purchase Order No. **27221**
 Shippers No. **4208441001**

STRYKER DEDICATED FLEET (Carrier) has received the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on the route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his consignee.

Carrier acknowledges that **Kenco Logistics** (Warehouse), as agent for the disclosed shipper/consignor, has no liability for payment of freight or any other charges, and the transportation contract evidenced by this bill of lading is by and between the carrier and the designated shipper/consignor.

CONSIGNEE TO AND DESTINATION
DRS MEMORIAL HOSP
333 N BYRON BUTLER PKWY
PERRY, FL 32347

Third Party Bill To
Kenco Logistic Services, LLC
3555 Midlink Drive
Kalamazoo, MI 49048

Collect on Delivery C.O.D. Funds to be collected as: ☐ Certified Funds
☐ Company Check
☐ Personal Check
☐ Cash

\$ _____
 Amount

C.O.D. Fees to be Paid by: _____ Shipper _____ Consignee

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

Qty	Kind of Packages, Description of Articles, Special Marks, & Exceptions (Subject to Corrections)	Weight (Sub to Cor)	Class or Rate	Check Column
5	MEDICAL EQUIPMENT	2,175.00	150	
5	Totals	2,175.00		

This is stop 1 of 1.
 000:RCV HRS:
 000:REP CONTACT: HOGAN JR, GARY R (501) 425-9555
 000:CONTACT: Amanda Gregory 850 584-0800
 000:TRK TRL ACCESS:
 000:DOCK AVAIL: Y
 000:LIFTGATE REQ: N
 000:REMOVE DUNNAGE: N
 000:TRUCK RESTRICT: 53 Feet
 000:INSIDE DEL:
 Order is part of Load: 0
 Order is part of Combo: 445891

STRECHER (DR)

Note (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:
 The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____
 Note (2) Liability Limitations of loss or damage on this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B)

MAIL FREIGHT BILL TO: **Kenco Logistic Services, LLC**
3555 Midlink Drive
Kalamazoo, MI 49048

Consignee acknowledges receipt of the goods in apparent good order with the exception of damage and/or shipping discrepancy as specified:
 Per ALG Date 8-18-15

Shipper Certification: This is to certify that the above named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable requirements of the DOT.

Carrier Certification: Carrier acknowledged receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documents in the vehicle.

Per _____ Date _____ Per _____ Date _____

INVOICE

stryker

SHIP TO:	1123373
DRS MEMORIAL HOSP 333 N BYRON BUTLER PKWY PERRY FL 32347	
BILL TO:	1123373
DRS MEMORIAL HOSP 333 N BYRON BUTLER PKWY PERRY FL 32347	

MAKE PAYMENT TO:
STRYKER SALES CORPORATION P.O. BOX 93308 CHICAGO, IL 60673-330 PH - 1-800-733-2383

CONTACT:
STRYKER MEDICAL 1901 Romance Rd Parkway Portage, MI 49002 Phone Number: (800) 327-0770 Fax Number: (866) 551-2618 www.stryker.com

INVOICE NUMBER	DATE	CUSTOMER P.O.	SALES REP	ORDER NUMBER	PAGE	
1769103 M	08/17/15	27221	HOGAN JR, GARY R	4208441 SO	2 of 4	
TERMS			SHIPPING METHOD			
Net 30 days			KENCO LOGISTICS - KALAMAZOO			
SHIPPING INSTRUCTIONS						
LINE NO.	DESCRIPTION	ITEM NUMBER	SERIAL NUMBER	QUANTITY SHIPPED	UNIT PRICE	EXTENDED PRICE
1.015	NO PERM. IV POLES FOOT END	1105035280		5	.0000	
1.016	30IN IV POLE 2 STAGE HE PR	1105035341		5	.0000	
1.017	COVER 30IN TOP FELABELSNO IV	1105210360		5	.0000	
1.018	ASSEMBLY HE COVERS, IV, PUPH	1105210063		5	.0000	
1.019	PIONEER MATTRESS 30IN	0650030000		5	.0000	
1.020	UNBOXED	9009009000		5	.0000	
1.021	2 YR / P-L-T	7777770201		5	.0000	
1.022	OPTION NO STRETCHER EXTENDER	1105060000		5	.0000	
3.000	PRIMEBIG WHEEL ELECT STRETCHER	1115000000E		1	11,050.0000	11,050.00
3.001	COMMON COMP, BIG WHEEL ELECT	1115018000	1507037080		.0000	
3.002	ECL, COM LIFT BASE COMP 120V	1008001110			.0000	
3.003	ASSY, BASE BUMPERS, RED	1105003554		1	.0000	
3.004	SIDE CONTROL BRAKES	1115003004			.0000	
3.005	SIDE CONTROL BRAKES, POWER HYD	1018025305		1	.0000	
3.006	ASSY, 8W HOOD / BELLOWS	1018026100		1	.0000	
3.007	NO 3-SIDED HYDRAULICS	0753105410		1	.0000	
3.008	EMERGENCY, SET	1105023004		1	.0000	
CLAIMS FOR SHORT SHIPMENT MUST BE MADE WITHIN 30 DAYS OF RECEIPT. NO MERCHANDISE MAY BE RETURNED TO STRYKER FOR CREDIT WITHOUT OUR EXPRESS PERMISSION IN ADVANCE.			CURRENCY	SUBTOTAL	SALES TAX	TOTAL
Subject to applicable shipping and handling charges.			USD	Continued	Continued	Continued

1507037080
PAID
AUG 24 2015

FINANCE CHARGE OF 1 1/2% (ANNUAL PERCENTAGE RATE IS 18%) IS ADDED TO ALL PAST DUE ACCOUNTS.
* Lease payment plans are available. If interested, please contact A/R immediately to start the application process.

08/17/2015 20:37:42

INVOICE

stryker

SHIP TO: 1123373
DRS MEMORIAL HOSP
333 N BYRON BUTLER PKWY
PERRY FL 32347

MAKE PAYMENT TO:
STRYKER SALES CORPORATION
P.O. BOX 93308
CHICAGO, IL 60673-330
PH - 1-800-733-2363

CONTACT:
STRYKER MEDICAL
1901 Romance Rd Parkway
Portage, MI 49002
Phone Number: (800) 327-0770
Fax Number: (866) 581-2618
www.stryker.com

BILL TO: 1123373
DRS MEMORIAL HOSP
333 N BYRON BUTLER PKWY
PERRY FL 32347

INVOICE NUMBER	DATE	CUSTOMER P.O.	SALES REP	ORDER NUMBER	PAGE
1769103 M	08/17/15	27221	HOGAN JR, GARY R	4208441 SO	3 of 4

TERMS	SHIPPING METHOD
Net 30 days	KENCO LOGISTICS - KALAMAZOO

SHIPPING INSTRUCTIONS

LINE NO.	DESCRIPTION	ITEM NUMBER	SERIAL NUMBER	QUANTITY SHIPPED	UNIT PRICE	EXTENDED PRICE
3.009	LABEL, SPECIFICATION	1116101003		1	.0000	
3.010	ASSEMBLY, CORD REEL	1008148050		1	.0000	
3.011	ASSEMBLY, SCALES LITTER	1070010100		1	.0000	
3.012	ECL, COMMON LITTER COMP 120V	1008010010		1	.0000	
3.013	STAFF CONTROL	1008015020		1	.0000	
3.014	NO PLUG	NO PLUG		1	.0000	
3.015	DUAL LATCH ASSY, WHITE	1105011160		1	.0000	
3.016	30IN SLIDER BOARD ASSEMBLY WHIT	1105045310		1	.0000	
3.017	PUSH HANDLE ASSEMBLY 30IN	1105048030		1	.0000	
3.018	NO PERM. IV POLES FOOT END	1105035250		1	.0000	
3.019	30IN IV POLE 2 STAGE HE PR	1106035341		1	.0000	
3.020	COVER 30IN TOP FE LABELS	1105210385		1	.0000	
3.021	ASSEMBLY HE COVERS, IV, PUPH	1105210063		1	.0000	
3.022	PIONEER MATTRESS 30IN	0850030000		1	.0000	
3.023	LABELS, ENGLISH	1008010401		1	.0000	
3.024	UNBOXED	8000900900		1	.0000	
3.025	2 YR / P-L-T	7777770201		1	.0000	

CLAIMS FOR SHORT SHIPMENT MUST BE MADE WITHIN 30 DAYS OF RECEIPT. NO MERCHANDISE MAY BE RETURNED TO STRYKER FOR CREDIT WITHOUT OUR EXPRESS PERMISSION IN ADVANCE. Subject to applicable shipping and handling charges.	CURRENCY	SUBTOTAL	SALES TAX	TOTAL
	USD	Continued	Continued	Continued

FINANCE CHARGE OF 1 1/2% (ANNUAL PERCENTAGE RATE IS 18%) IS ADDED TO ALL PAST DUE ACCOUNTS.
*** Lease payment plans are available. If interested, please contact A/R immediately to start the application process.**

08/17/2015 20:37:42

stryker®

CONTACT:

STRYKER MEDICAL
1901 Romance Rd Parkway
Portage, MI 49002
Phone Number: (800) 327-0770
Fax Number: (888) 551-2618
www.stryker.com

FINANCE CHARGE OF 1 1/2% (ANNUAL PERCENTAGE RATE IS 18%) IS ADDED TO ALL PAST DUE ACCOUNTS.
* Lease payment plans are available. If interested, please contact A/R immediately to start the application process.

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
PO BOX 620
PERRY, FL 32348

PURCHASE ORDER NO. 20151376

PAGE NO. 1

Submit original invoice to the above address

VENDOR: 000126 FAX: 850-584-2524
DOCTORS MEMORIAL HOSPITAL
333 NORTH BYRON BUTLER PARKWAY
P.O. BOX 1847
PERRY FL 32348-1847

SHIP TO: DOCTORS MEMORIAL HOSPITAL
333 BYRON BUTLER PARKWAY
PERRY, FL. 32347
ATTN: purchasing@taylorcountygov.com

ORDER DATE: 06/05/15 BUYER: MARGARET DUNN REQ. NO.: R1501552 REQ. DATE:

TERMS: NET 30 DAYS F.O.B.: DESC.: SALES TAX SURCHARGE PURCH

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	5.00	EA	PER ATTACHED QUOTE AND RECOMMENDATION BY BID COMMITTEE, STRYKER STRETCHERS - 5 PRIME BIG WHEEL STRETCHERS AND 1 PRIME ELECTRIC BIG WHEEL STRETCHER.	7340.0000	36,700.00
02	1.00	EA	PRIME ELECTRIC BIG WHEEL STRETCHER	11950.0000	11,950.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	48,650.00
01	1504 56400	36,700.00		TOTAL \$	48,650.00
02	1504 56400	11,950.00			

COUNTY ADMINISTRATOR

APPROVED BY

DIRECTOR OF PURCHASING

STRAIGHT BILL OF LADING-Original-Not Negotiable

Carrier Stryker Dedicated Fleet

Date08/17/2015

Carrier's No.

FromKenco Logistics

AtStryker Corp. - Medical Division

3800 Centre Ave.

Portage, MI 49002

(warehouse) as Agent for the Shipper / Consignor identified as:

Load No. 442554

Purchase Order No. 27221

Shippers No. 4208441003

STRYKER DEDICATED FLEET

(Carrier) has received the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Carrier acknowledges that Kenco Logistics (Warehouse), as agent for the disclosed shipper/consignor, has no liability for payment of freight or any other charges, and the transportation contract evidenced by this bill of lading is by and between the carrier and the designated shipper/consignor.

CONSIGNEE

TO AND DESTINATION

DRS MEMORIAL HOSP

333 N BYRON BUTLER PKWY

PERRY, FL 32347

Third Party Bill To

Kenco Logistic Services, LLC

3555 Midlink Drive

Kalamazoo, MI 49048

Collect on Delivery

C.O.D. Funds to be collected as:

\$

Amount

Certified Funds

Company Check

Personal Check

Cash

C.O.D. Fee to be Paid by:

Shipper

Consignee

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

Qty	Kind of Packages, Description of Articles, Special Marks, & Exceptions (Subject to Corrections)	Weight (Sub to Ctr)	Class or Rate	Check Column
1	MEDICAL EQUIPMENT	500.00	150	
1	Totals	500.00		

This is stop 1 of 1.

000:RCV BRS:

000:REP CONTACT: HOGAN JR, GARY R (501) 425-9555

000:CONTACT: Amanda Gregory 850 584-0800

000:TRK TRL ACCESS:

000:DOCK AVAIL: Y

000:LIFTGATE REQ: N

000:REMOVE DURNAGE: N

000:TRUCK RESTRICT: 53 Feet

000:INSIDE DEL:

Order is part of Load: 0

STATEN (DR)

Note (1) Where the rate is dependant on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:
The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____

Note (2) Liability Limitations of loss or damage on this shipment may be applicable. See 49 U.S.C. 14706(a)(1)(A) and (B)

MAIL FREIGHT BILL TO:

Kenco Logistic Services, LLC

3555 Midlink Drive

Kalamazoo, MI 49048

Consignee acknowledges receipt of the goods in apparent good order with the exception of damage and/or shipping discrepancy as specified:

Per *AG* Date 8-18-15

Shipper Certification: This is to certify that the above named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable requirements of the DOT.

Per _____ Date _____

Carrier Certification: Carrier acknowledged receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documents in the vehicle.

Per _____ Date _____



Page: 1

Order No: 4208441003

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FRT TERMS		LOAD NO		PURCHASE ORDER NO.		COMMENTS		# OF BOXES	
P		442554		27221		Shipment Number: 442554 Stop 1 of 4		1	
LINE	QUANTITY			PART NUMBER	DESCRIPTION	WEIGHT	ORDER DATE	CUSTOMER REFERENCE	
NO	ORDERED	SHIPPED	BO						
999	1	1		1115000000E	R&D STRETCHER	500.00	7/28/15		
continued...									
DATE SHIPPED		SHIPPED VIA		ACCOUNT NO		NO OF PALLETS		TOTAL WEIGHT	
8/17/15		STR1 48018		1123373		1		500 lbs.	
								NO OF PIECES	
								1	
								BILL OF LADING NO	



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1123373
DRS MEMORIAL HOSP
333 N BYRON BUTLER PKWY

Page: 2

Orlando, FL 32824

PERRY, FL 32347

Order No: 4208441003

PACKING LIST

FRT TERMS		LOAD NO		PURCHASE ORDER NO		COMMENTS		# OF BOXES	
						***** SPECIAL INSTRUCTIONS *****			
LINE	QUANTITY			PART NUMBER	DESCRIPTION	WEIGHT	ORDER DATE	CUSTOMER REFERENCE	
NO	ORDERED	SHIPPED	B/O						
00	RCV HRS:							continued from 1	
00	REP CONTACT: HOGAN JR, GARY R (501) 425-9555								
00	CONTACT: Amanda Gregory				850 584-0800				
00	TRK TEL ACCESS:								
00	DOCK AVAIL: Y								
00	LIFTGATE REQ: N								
00	REMOVE DUNNAGE: N								
00	TRUCK RESTRICT: 53 Feet								
00	INSIDE DEL:								
Order is part of Load: 0									
Serial Number(s):									
1507037090									
DATE SHIPPED		SHIPPED VIA		ACCOUNT NO		NO OF PALLETS		TOTAL WEIGHT	
8/17/15		STR1 46018		1123373		1		500 lbs.	
								NO OF PIECES	
								1	
								BILL OF LADING NO	

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1123373
DRS MEMORIAL HOSP
333 N BYRON BUTLER PKWY
PERRY, FL 32347

Page: 1

Orlando, FL 32824

Order No: 4208441001

PACKING LIST

FRT		LOAD NO		PURCHASE ORDER NO.		COMMENTS		# OF BOXES	
TERMS						Shipment Number: 442554 Stop 1 of 4			
P		442554		27221				5	
LINE	QUANTITY			PART NUMBER	DESCRIPTION	WEIGHT	ORDER DATE	CUSTOMER REFERENCE	
NO	ORDERED	SHIPPED	INV						
999	5	5		1115000030	BIG WHEEL	2175.00	8/03/15		
continued...									
DATE SHIPPED		SHIPPED VIA		ACCOUNT NO		NO OF PALLETS		TOTAL WEIGHT	
8/17/15		STR1 48018		1123373		5		2175 lbs.	
								NO OF PIECES	
								5	
								BILL OF LADING NO	

20150817162555TCLICK



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1123373
DRS MEMORIAL HOSP
333 N BYRON BUTLER PKWY

Page: 2

Orlando, FL 32824

PERRY, FL 32347

Order No: 4208441001

PACKING LIST

FRT TERMS		LOAD NO		PURCHASE ORDER NO		COMMENTS		# OF BOXES	
						***** SPECIAL INSTRUCTIONS *****			
LINE NO	QUANTITY		PART NUMBER	DESCRIPTION	WEIGHT	ORDER DATE	CUSTOMER REFERENCE		
	ORDERED	SHIPPED							
00	RCV HRS:								
00	REP CONTACT: HOGAN JR, GARY R (501) 425-9555								
00	CONTACT: Amanda Gregory			850 584-0800					
00	TRK TRL ACCESS:								
00	DOCK AVAIL: Y								
00	LIFTGATE REQ: N								
00	REMOVE DUNNAGE: N								
00	TRUCK RESTRICT: 53 Feet								
00	INSIDE DEL:								
Order is part of Load: 0									
Order is part of Combo: 445891									
Serial Number(s):									
				1507037403		1507037405	1507037401		
DATE SHIPPED		SHIPPED VIA		ACCOUNT NO	NO. OF PALLETS	TOTAL WEIGHT	NO. OF PIECES	BILL OF LADING NO	
8/17/15		STR1 48018		1123373	5	2175 lbs.	5		

20150817162555TCLICK

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPROVE A REQUEST TO REMOVE SURPLUS ITEMS FROM THE BOARD'S INVENTORY, AS AGENDAED BY THERESA COPELAND, IT DIRECTOR.

MEETING DATE REQUESTED:

SEPTEMBER 8, 2015

Statement of Issue:

Recommended Action: APPROVE THE REQUEST TO REMOVE ITEMS AS LISTED

Fiscal Impact: NA

Budgeted Expense:

Submitted By: THERESA COPELAND 850-838-3500 X 108

Contact:

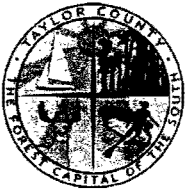
SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

BOCC #	ITEM	DEPARTMENT	STATUS
	1343 Generator	0226	surplus
	1830 RISO	0283	surplus
	2278 microwave	0283	surplus
	4308 handheld radio	0229	surplus
	4309 handheld radio	0229	surplus
	4310 handheld radio	0229	surplus
	4312 handheld radio	0229	surplus
	4313 handheld radio	0229	surplus
	4316 handheld radio	0229	surplus
	4700 photo id system	0229	surplus
	5514 dvd main frame	227	surplus
5514-001	8 channel analog	227	surplus
	5912 arcview	227	surplus
5912-001	arcpad 6.0	227	surplus
	5967 handheld radio	0226	surplus
	5973 handheld radio	0226	surplus
	5976 handheld radio	0226	surplus
	6494 pocket pc	227	surplus
	6859 computer	237	surplus
	6973 911 logging	227	surplus
	6974 map editor	227	surplus
	7070 911 mapping	237	surplus
	5399 pump	261	surplus



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Emergency Management
Department Name

1343

Clerk Asset Number:

6376

Board Asset Number:

DEPT 0226
Number

DATE: 8-20-15

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
12.5 kw Generator	Station 6 (Keaton Beach)	ONAN
Model	Year	Serial Number
12.5JC-3CR /1282AA		J760177897
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Non- Operable / Parts unavailable

Location: (required) Fire Station 6 - Keaton Beach

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

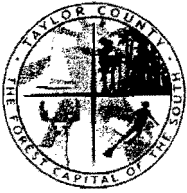
[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: _____

Board Asset Number: 1830

FROM: 0283 Extension
Department Name

DEPT 0283
Number

DATE: _____

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>riso</u>	Room # <u>Hallway</u>	Make
Model	Year	Serial Number
Other Description: <u>BCC#1830</u> <u>No 3461</u>		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Broken Material Please Pick up

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) riso doesn't work

Location: (required) _____

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: 0283 Extension
Department Name

Clerk Asset Number: _____

DEPT 0283
Number

2278
Board Asset Number:

DATE: 8/17/15

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>microware</u>	Room # <u>Hallway</u>	Make
Model	Year	Serial Number
Other Description: <u>BCC# 2278</u>		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Broken materials Please pickup

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) micro wave does not work

Location: (required) FCH Hallway

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

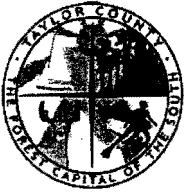
[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records _____

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

4308
Clerk Asset Number:

Board Asset Number:

FROM: EMERGENCY MANAGEMENT

DEPT 0229

DATE: 8/11/2015

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item HANDHELD	Room #	Make MOTOROLA
Model HT10000	Year	Serial Number 402AXS4803
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER UP TO STANDARDS

Location: (required) CITY FIRE/EOC

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

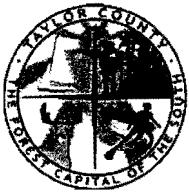
Steve Spadley
Department Head

Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

4309

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: EMERGENCY MANAGEMENT

DEPT 0229

DATE: 8/11/2015

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item HANDHELD	Room #	Make MOTOROLA
Model HT10000	Year	Serial Number 402AXS5087
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER UP TO STANDARDS

Location: (required) CITY FIRE/EOC

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Shirley Squashy
Department Head

Chairman Signature
[Signature]
County Administrator Approval

Date Removed From Asset Records

Theresa Copeland
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

4310
Clerk Asset Number:

Board Asset Number:

FROM: EMERGENCY MANAGEMENT

DEPT 0229

DATE: 8/11/2015

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item HANDHELD	Room #	Make MOTOROLA
Model HT10000	Year	Serial Number 402AXS5101
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER UP TO STANDARDS

Location: (required) CITY FIRE/EOC

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Spue Spudling
Department Head

[Signature]
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

Shirley Copeland
Fixed Assets Manager

DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

4313

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: EMERGENCY MANAGEMENT

DEPT 0229

DATE: 8/11/2015

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item HANDHELD	Room #	Make MOTOROLA
Model HT10000	Year	Serial Number 402AXS5118
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER UP TO STANDARDS

Location: (required) CITY FIRE/EOC

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Spun Grady
Department Head

[Signature]
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

Theresa Capeland
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

4316

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: EMERGENCY MANAGEMENT

DEPT 0229

DATE: 8/11/2015

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item HANDHELD	Room #	Make MOTOROLA
Model HT10000	Year	Serial Number 402AXS5127
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER UP TO STANDARDS

Location: (required) CITY FIRE/EOC

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Steve Guadalupe
Department Head

Debra Copeland
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

Debra Copeland
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: _____

4700

Board Asset Number: _____

FROM: EMERGENCY MANAGEMENT

DEPT 0226

DATE: 8/6/2015

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
PHOTO ID SYSTEM		
Model	Year	Serial Number
		5639
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NOT USABLE

Location: (required) RECYCLE

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

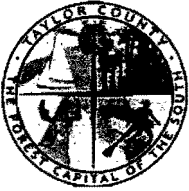
[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA
5399

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: Environmental Services

DEPT 0261

DATE: 9/2/15

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item 42 gal tank	Room #	Make
Model	Year	Serial Number 05J010949
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) BARRING ARE DESTROYED/ NO WORKING

Location: (required) BEACHES

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Sally Wambert
Department Head

Chairman Signature
[Signature]
County Administrator Approval
[Signature]

Date Removed From Asset Records

[Signature]
Fixed Assets Manager

REPORT OF TRANSFER OR DISPOSITION TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

5514

FROM: 911 EQUIPMENT DEPT: 0227

DATE:

8/14/2015

Department name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item 16CH. DUAL MIRR DVD MAINFRAME	Location JAIL SERVER ROOM	Make
Model	Year 2001	Serial Number
Other Description:		

TRANSFER DATA (if disposing, mark this area N/A)

TRANSFERRED TO:

DEPT:

#:

New Location:

Losing Custodian/Dept Head

Date of Transfer

Gaining Custodian/Dept Head

County Administrator Approval

DISPOSITION DATA (if transferring, mark this area N/A)

Surplus ☒ Cannibalized ☐ Trade-in ☐ Junked ☒ Stolen ☐ Missing ☐

**** Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately**

Explanation for Disposal:(required)

OBsolete ; HAS NOT BEEN USED
FOR SOME TIME. SOFTWARE +
DVD NOT AVAILABLE

Last known location: (required)

JAIL SERVER ROOM

APPROVED ☐DENIED ☐

By the Taylor County Board of Commissioners.

Losing Custodian/Department Head

County Administrator

Witness of Disposition

Chairman

Date Removed from Asset Records

Fixed Assets Manager

Revised 7/05 by G Knowles

REPORT OF TRANSFER OR DISPOSITION TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 5514 (IMP#1)

FROM: 911 EQUIPMENT DEPT: 0227

DATE: 8/14/2015

Department name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

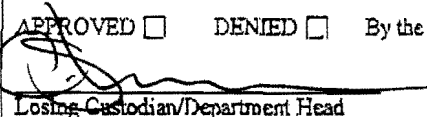
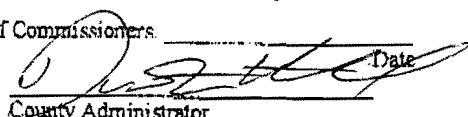
IDENTIFICATION DATA

Name of Item 8 CHANNEL ANALOG	Location JAIL SERVER ROOM (IN ASSET # 5514)	Make
Model	Year 2005	Serial Number
Other Description: INSTALLED IN ASSET # 5514		

TRANSFER DATA (if disposing, mark this area N/A)

<u>TRANSFERRED TO:</u>		
DEPT:	#:	New Location:
Losing Custodian/Dept Head	N/A	Date of Transfer
Gaining Custodian/Dept Head		County Administrator Approval

DISPOSITION DATA (if transferring, mark this area N/A)

Surplus <input type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>	Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>
<p>** Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately</p>					
Explanation for Disposal: (required)		OBSOLETE; HAS NOT BEEN USED FOR SOME TIME			
Last known location: (required)		JAIL SERVER ROOM			
APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>	By the Taylor County Board of Commissioners			
 Losing Custodian/Department Head		 County Administrator			
Witness of Disposition		Chairman			

Date Removed from Asset Records


 Fixed Assets Manager

Revised 7/05 by G Knowles

REPORT OF TRANSFER OR DISPOSITION TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 5912

FROM: 911 EQUIPMENT DEPT: 0227
Department name Number

DATE: 8/14/2015

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item ARLVIEW 8.3 SOFT	Location # EOL 911 OFFICE	Make ARLVIEW
Model 8.3 SOFTWARE	Year 2003	Serial Number
Other Description: SOFTWARE		

TRANSFER DATA (if disposing, mark this area N/A)

<u>TRANSFERRED TO:</u>		
DEPT:	#:	New Location:
Losing Custodian/Dept Head	N/A	Date of Transfer
Gaining Custodian/Dept Head		County Administrator Approval

DISPOSITION DATA (if transferring, mark this area N/A)

Surplus <input checked="" type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>	Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/> **
** Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately					
Explanation for Disposal: (required)		OUTDATED/OBSOLETE NO LONGER SUPPORTED OR USED EOL - 911 OFFICE			
Last known location: (required)					
APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>	By the Taylor County Board of Commissioners			
Losing Custodian/Department Head		County Administrator			
Witness of Disposition		Chairman			

Date Removed from Asset Records

Revised 7/05 by G Knowles

Fixed Assets Manager

REPORT OF TRANSFER OR DISPOSITION TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 5912 (IMP #1)

FROM: 911 EQUIPMENT DEPT:

DATE: 8/14/2015

Department name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

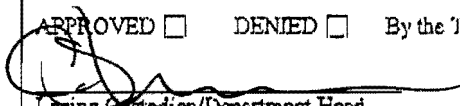
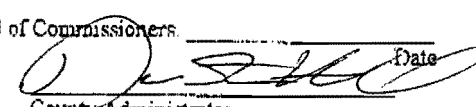
IDENTIFICATION DATA

Name of Item Arc Pad 6.0 SOFTWARE	Location EDC 911 OFFICE	Make ARC PAD
Model VERSION 6.0	Year 2004	Serial Number
Other Description: SOFTWARE		

TRANSFER DATA (if disposing, mark this area N/A)

<u>TRANSFERRED TO:</u>		
DEPT:	#:	New Location:
Losing Custodian/Dept Head	N/A	Date of Transfer
Gaining Custodian/Dept Head		County Administrator Approval

DISPOSITION DATA (if transferring, mark this area N/A)

Surplus <input checked="" type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>	Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>
<p>** Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately</p>					
Explanation for Disposal: (required)		OUT DATED / OBSOLETE NO LONGER SUPPORTED OR USED			
Last known location: (required)		EDC-911 OFFICE			
APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>	By the Taylor County Board of Commissioners			
 Losing Custodian/Department Head		 County Administrator			
Witness of Disposition		Chairman			

Date Removed from Asset Records


 Fixed Assets Manager

Revised 7/05 by G Knowles



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: _____

5967

Board Asset Number: _____

FROM: EMERGENCY MANAGEMENT

DEPT 0226

DATE: 8/6/2015

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item HAND HELD RADIO	Room #	Make
Model	Year	Serial Number 018TDNK567
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS/STOLEN

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) INVENTORY WAS STOLEN

Location: (required) EOC KITCHEN

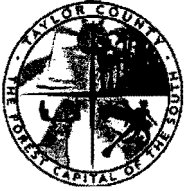
APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Steve Smadley
Department Head

Chairman Signature
[Signature]
County Administrator Approval

Date Removed From Asset Records

Kevin Cepeland
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: _____

5973

Board Asset Number: _____

FROM: EMERGENCY MANAGEMENT

DEPT 0226

DATE: 8/6/2015

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item HAND HELD RADIO	Room #	Make
Model	Year	Serial Number 018TDNK698
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS/STOLEN

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) INVENTORY WAS STOLEN

Location: (required) EOC KITCHEN

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

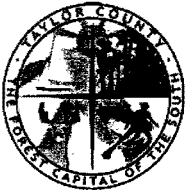
Spive Spady
Department Head

Chairman Signature

County Administrator Approval

Date Removed From Asset Records

Thomas Copeland
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: _____

5976

Board Asset Number: _____

FROM: EMERGENCY MANAGEMENT

DEPT 0226

DATE: 8/6/2015

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item HAND HELD RADIO	Room #	Make
Model	Year	Serial Number 018TDNK740
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS/STOLEN

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) INVENTORY WAS STOLEN

Location: (required) EOC KITCHEN

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager

REPORT OF TRANSFER OR DISPOSITION TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

6494

FROM: 911 EQUIPMENT DEPT: 0227

DATE: 8/14/2015

Department name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item POCKET P.C.	Location EOC-911 OFFICE	Make HP
Model 1 PAC	Year 2005	Serial Number TWL5080NDH
Other Description: USED WITH ARXVIEW SOFTWARE		

TRANSFER DATA (if disposing, mark this area N/A)

<u>TRANSFERRED TO:</u>		
DEPT:	#:	New Location:
<u>Losing Custodian/Dept Head</u>	N/A	<u>Date of Transfer</u>
<u>Gaining Custodian/Dept Head</u>		<u>County Administrator Approval</u>

DISPOSITION DATA (if transferring, mark this area N/A)

Surplus <input checked="" type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>	Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>
<p>** Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately</p>					
<p>Explanation for Disposal:(required) OUTDATED / OBSOLETE</p>					
<p>Last known location: (required) NO LONGER USED</p>					
<p>EOC-911 OFFICE</p>					
APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>	By the Taylor County Board of Commissioners.			
<p><u>[Signature]</u></p> <p>Losing Custodian/Department Head</p>		<p><u>[Signature]</u> Date</p> <p>County Administrator</p>			
<p><u>Witness of Disposition</u></p>		<p><u>Chairman</u></p>			

Date Removed from Asset Records

[Signature]
Fixed Assets Manager

Revised 7/05 by G Knowles



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: _____

66646
Board Asset Number:

FROM: Animal Control
Department Name

DEPT 0250
Number

DATE: 7-8-15

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>Printer</u>	Room # 	Make <u>Cannon</u>
Model <u>Image Runner 5000</u>	Year 	Serial Number <u>XCK 21332 (?)</u>
Other Description: 		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below. 		

DISPOSITION DATA

Type of Disposition <u>Supplies</u>	
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.	
Explanation for Disposal: (required) <u>No longer works</u>	
Last Known Location: (required) <u>Animal Shelter</u>	
APPROVED <input checked="" type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
<u>Carrie L. Perkins</u> Department Head	<u>Chairman's Signature</u> <u>[Signature]</u> County Administrator Approval

Date Removed From Asset Record

[Signature]
Fixed Assets Manager

REPORT OF TRANSFER OR DISPOSITION TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

6859

FROM: 911 Wireless Supp. Grant

DEPT: 911 Records

DATE: 8/14/2015

Department name

Number 0237

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item COMPUTER	Location	Make
Model	Year 2006	Serial Number 35CP4C1
Other Description:		

TRANSFER DATA (if disposing, mark this area N/A)

TRANSFERRED TO:

DEPT:

#:

New Location:

Losing Custodian/Dept Head

N/A

Date of Transfer

Gaining Custodian/Dept Head

County Administrator Approval

DISPOSITION DATA (if transferring, mark this area N/A)

Surplus ☐ Cannibalized ☐ Trade-in ☐ Junked ☒ Stolen ☐ Missing ☐ **

** Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately

Explanation for Disposal:(required)

OBsolete / NO LONGER IN USE
NOT FUNCTIONAL

Last known location: (required)

KEN DALTON - AK

APPROVED ☐DENIED ☐

By the Taylor County Board of Commissioners.

Losing Custodian/Department Head

County Administrator

Witness of Disposition

Chairman

Date Removed from Asset Records

Fixed Assets Manager

Revised 7/05 by G Knowles

REPORT OF TRANSFER OR DISPOSITION TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 6973

FROM: 911 Equipment DEPT: 0227
Department name Number

DATE: 8/14/2015

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item 911 DIGITAL LOGGING REORDER	Location EOL SERVER ROOM	Make EXALOM
Model V6	Year 2007	Serial Number
Other Description: 911 / RADIO REORDER		

TRANSFER DATA (if disposing, mark this area N/A)

<u>TRANSFERRED TO:</u>		
DEPT:	#:	New Location:
Losing Custodian/Dept Head	N/A	Date of Transfer
Gaining Custodian/Dept Head		County Administrator Approval

DISPOSITION DATA (if transferring, mark this area N/A)

Surplus <input type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>	Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/> **
** Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately					
Explanation for Disposal: (required)		END OF LIFE; FAILED AND HAS SINCE BEEN REPLACED			
Last known location: (required)		EOL SERVER ROOM			
APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>	By the Taylor County Board of Commissioners			
Losing Custodian/Department Head		County Administrator			
Witness of Disposition		Chairman			

Date Removed from Asset Records

Theresa Copland
Fixed Assets Manager

Revised 7/05 by G Knowles

**REPORT OF TRANSFER OR DISPOSITION
TAYLOR COUNTY, FL**

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

6974

FROM: 911 EQUIPMENT DEPT: 0227

Department name

Number

DATE: 8/14/2015

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

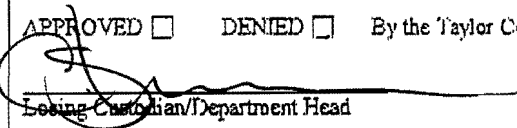
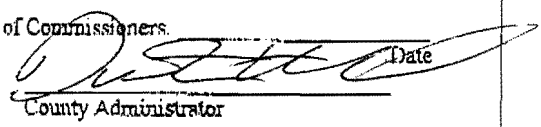
IDENTIFICATION DATA

Name of Item MAP EDITOR	Location JAIL SERVER ROOM	Make
Model	Year 2007	Serial Number
Other Description:		

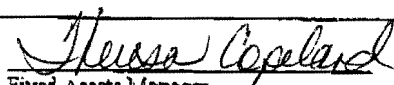
TRANSFER DATA (if disposing, mark this area N/A)

<u>TRANSFERRED TO:</u>		
DEPT:	#:	New Location:
Losing Custodian/Dept Head	N/A	Date of Transfer
Gaining Custodian/Dept Head		County Administrator Approval

DISPOSITION DATA (if transferring, mark this area N/A)

Surplus <input type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>	Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/>	**
** Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately						
Explanation for Disposal: (required) OUTDATED/OBsolete No LONGER IN USE No LONGER SUPPORTED						
Last known location: (required) JAIL SERVER ROOM						
APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>	By the Taylor County Board of Commissioners.				
 Losing Custodian/Department Head		 County Administrator				
Witness of Disposition		Chairman				

Date Removed from Asset Records


Fixed Assets Manager

Revised 7/05 by G Knowles

REPORT OF TRANSFER OR DISPOSITION TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

7070

FROM: 911 Wireless Supp. Grant DEPT: 0237

Department name

Number

DATE:

8/18/2015

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item 911 Mapping Software Upgrade	Location Jail Server Room	Make ArcView
Model ArcView 9 Software	Year 2009	Serial Number
Other Description: Mapping Software		

TRANSFER DATA (if disposing, mark this area N/A)

TRANSFERRED TO:

DEPT:

#:

New Location:

Losing Custodian/Dept Head

Date of Transfer

Gaining Custodian/Dept Head

County Administrator Approval

DISPOSITION DATA (if transferring, mark this area N/A)

Surplus ☐ Cannibalized ☐ Trade-in ☐ Junked ☒ Stolen ☐ Missing ☐ **

** Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately

Explanation for Disposal:(required)

OBSOLETE/DATED
NO LONGER IN USE

Last known location: (required)

JAIL SERVER ROOM

APPROVED ☐DENIED ☐

By the Taylor County Board of Commissioners

Losing Custodian/Department Head

County Administrator

Witness of Disposition

Chairman

Date Removed from Asset Records

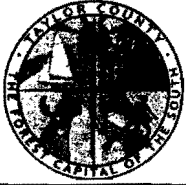
Fixed Assets Manager

Revised 7/05 by G Knowles

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE COUNTY'S LOCAL MITIGATION PROJECT ANNUAL PROGRESS REPORT, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR

Meeting Date:

September 8, 2015

Statement of Issue: THE BOARD TO APPROVE A PROGRESS REPORT

Recommendation: APPROVE

Fiscal Impact: \$ N/A

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR

Contact: 838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE LOCAL MITIGATION STRATEGY WORKING GROUP IS REQUIRED BY FEMA AND THE STATE DIVISION OF EMERGENCY MANAGEMENT TO SUBMIT AN ANNUAL PROGRESS REPORT ON LOCAL MITIGATION PROJECTS.

Options: APPROVE; NOT APPORVE

Attachments: LMS PROJECT PROGRESS REPORT

**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
Department of Emergency Management**

STEVE SPRADLEY, EM DIRECTOR
591 East US Hwy 27
Perry, Florida 32347
(850) 838-3575 Phone
(850) 838-3523 Fax

To: Jami Boothby
From: Steve Spradley, EM Director
Date: August 24, 2015
Subject: Taylor County Local Mitigation Strategy Plan Annual Progress Report

Jami,

The LMS/LTR work groups met two times since the last writing of this progress report on December 19, 2014 and April 23, 2015. The committee has agreed to change and have meetings twice a year, the spring and the fall. The group meets to discuss potential mitigation and recovery projects and planning. Below is a status update for the individual projects identified in the LMS. This report will be submitted for Board review and approval on the September 8, 2015 Regular Meeting. Upon approval this report will be posted to the Board's website and advertised in the paper. Copies of this report will be maintained in my office, your office, and at the EOC.

LMS PROJECT LIST 2015

Flood1	Countywide storm water management study	hurricanes, storms, and flooding	The need is to further define the basins and analyze impact to the county transportation and road system.	Proposed	Taylor County Public Works	\$50,000	24 months
<p>2011 Update: Funding for this effort has not materialized, yet remains a top priority of the LMS Working Group. The County will continue to seek funding to initiate this effort on an ongoing basis.</p> <p>2012 Update: TCEM/TCPW/TC Engineering is working with FDOT in their identification of flooding "hot spots" in an effort to better define the study area for future grant applications. TCEM is working with FEMA's RISKMAP project to better define the coastal flooding and riverine flooding hazard in the County.</p> <p>2013 Update: "Hot Spot" identification is continuing. Grant opportunities have not yet materialized</p> <p>2014 Update: Funding for this effort has not materialized, yet remains a top priority of the LMS Working Group. The County will continue to seek funding to initiate this effort on an ongoing basis.</p>							
Flood2	Analysis and improvements to the existing storm drain system	hurricanes, storms, flooding	City of Perry Project. This is to analyze, improve and develop their existing storm drainage system throughout the city to improve drainage to lessen and eliminate certain flooding issues	Proposed	City of Perry Public Works	\$100,000	24 months
<p>2010 Update: Funding for this effort has not materialized, yet remains one of the top priorities of the LMS Working Group. The City of Perry continues to need to have this effort completed in order to ensure the City if protected from storm flood events. With the significant update of the NFIP FIRM maps via the "MapMod" project with the Suwannee River Water Management District, the City has new flood maps, which helps to determine existing storm drainage systems...or at least capture those areas susceptible to flooding from storm events. The City of Perry still desires to have this study conducted.</p> <p>2011 Update: The City is still seeking funding for this project.</p> <p>2012 Update: The City is incorporating lessons learned from recent flooding from TS Debby. Funding is still be sought for this project.</p>							

2013 Update: TS Debby lessons learned have been incorporated.

2014 Update: The City is still seeking funding for this project.

Flood3	Update floodplain data and maps and incorporate into GIS	flooding	This project proposes a study to update the existing FIRM floodplain maps Using GPS, GIS, flood modeling analysis, local knowledge, and field work. The county proposes to update and digitize the current FIRM maps to mark the 100 and 500 year floodplain areas.	Ongoing/Completed	Taylor County Engineering	\$50,000	Ongoing
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2010 Update: Significant progress was made with this action. The digitized FIRM Maps have been completed for all of Taylor County, and the City of Perry. The City and the County worked with FEMA and the SRWMD to establish the Flood Insurance Study and FIRM. An update to the County floodplain ordinance was made on May 5, 2009 based on the updated maps.

2011 Update: The City and County continues to incorporate flood map updates.

2012 Update: The County is working with FEMA's RISKMAP program in an effort to update floodplain data.

2013 Update: County continues to coordinate its efforts with FEMA's project.

2014 Update: EM is in the final stages of completing a Flood Evacuation and Warning Plan.

Flood4	New bridge and culvert at Julia Street	hurricanes, storms and flooding	This project proposes the construction of a new bridge and culvert across Pimple Creek at Julia Street to improve drainage and prevent flooding during heavy rain.	Ongoing	City of Perry Public Works	\$250,000	36 months
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2010 Update: The Suwannee River Water Management District conducted a preliminary study on the river and found that flooding is caused by a choke point in the river before the bridges. The choke point was found to be found on private property. The bridges were inspected, and found to be structurally sound. Revisions to the floodplain could be problematic. The SRWMD study will investigate this in more detail. If a solution is found, that solution will replace this item on the LMS project list in the future.

2011 Update: No solution has been proposed to amend this project.

2012 Update: SRWMD is still working on a proposed solution.

2014 Update: No solution identified at this time.

Flood5	New bridge and culvert at Main Street	hurricanes, storms and flooding	This project proposes the construction of a new bridge and culvert across Pimple Creek at Main Street. This will improve access to the new hospital and lessen the effects of flooding.	Ongoing	City of Perry Public Works	\$250,000	36 months
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2010 Update: Similar to Flood4 update. The bridges were inspected and found to be structurally sound. The City wants to wait until the Suwannee River Water Management District completes its study before proceeding with this effort. Funding will be an issue.

2012 Update: SRWMD is still working on a proposed solution.

2014 Update: No solution identified at this time.

Flood6	Increase size of retention pond at Warner Street and Demps Lane	hurricanes, storms and flooding	This project proposes various improvements to the retention pond at Warner Street and Demps Lane. This will alleviate the flooding problems during storms and heavy rains.	Completed/ongoing	City of Perry Public Works	\$1,500,000	36 months
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2010 Update: This project is completed. Several improvements were made to the retention pond at Warner Street and Demps Lane. The City continues to monitor the water flow patterns of this area to be sure the improvements made were adequate. This will remain on the LMS project list.

2014 Update: LMS Committee has Formally Removed this project from the list at the December 2014 meeting.

Flood7	Repetitive damage locations data collection	flooding	This project proposes to continue collecting data about the locations in the county that are repetitively damaged due to flooding. Along with this data collection is the desire to incorporate this data into the county's GIS system for identification and display of these locations	Completed/ongoing	Taylor County Emergency Management, Engineering Department	\$15,000	12 months
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2010 Update: This is up to date as of 2010. All of the repetitive loss structures in the County have been identified, and incorporated into the Engineering Departments GIS system. A list of those properties is included in this updated plan. As additional repetitive loss structures are identified by FEMA, they will be included on the repetitive loss list, and geocoded in the County's GIS system. The owners of each of these properties are contacted on an annual basis to inform them of their status, and provided suggested mitigation measure to be taken.

2011 Update: County is continuing its effort to keep up to date and its outreach obligations.

2012 Update: County is continuing its effort to keep up to date and its outreach obligations.

2013 Update: County is continuing its effort to keep up to date and its outreach obligations.

2014 Update: On-Going

Flood8	Analysis and evaluation of the repetitive loss locations	storms and flooding	This project will research the 18 repetitive loss locations throughout the county and study the various options to mitigate this flooding damage. This project will consider property buyouts, building elevation and other means to avoid this repetitive loss.	Completed /ongoing	Taylor County Emergency Manage't, Engineering Department	\$5,000	12 months
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2010 Update: The Taylor County Engineering Department and Emergency Management worked jointly to capture all repetitive loss structures in Taylor County. The Engineering Department maintains a list of all such structures, and their current owners on a .dbf database and can provide shape files locating each structure in the county. Taylor County Emergency Management provides annual mitigation opportunities for these structures, to include opportunities to be included on a buyout list, should the County receive such funds from the State or FEMA.

2012 Update: The County continues to maintain an up-to-date database and shapefile and continues its outreach efforts.

2013 Update: Database has been updated

2014 Update: The Taylor County Engineering Department continues to update the database as information is received.

Flood9	Study and development of a sewer system in the growing coastal areas	hurricanes, storms, and flooding	Taylor County proposes to study and eventually develop a county maintained sewer system in the growing communities along the coast. Currently 100's of septic tanks are used and these often flood and contaminate drinking water, canals and dirt during hurricanes and storms.	Ongoing	Taylor County Public Works	\$1,000,000	36 months
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2010 Update: There has been significant progress made on this serious situation. The Steinhatchee community (Taylor County Water Authority) is seeking funds from the Florida Department of Environmental Protection to expand the current sewer system to take people off of hazardous septic systems that often flood and create unsafe water conditions along the coastline with coliform bacteria. Phase I on this project is completed, and Phase II is underway. Taylor Coastal Sewer and Water Authority, and the Big Bend Water Authority are engaged. In addition, the City of Perry is looking to expand its sewer treatment capacity.

2012 Update: Phase II is still in progress.

2014 Update: Big Bend Water Authority is nearing completion of Phase III

Flood10	Additional sirens	hurricanes, storms	Taylor County currently has five warning sirens along the coast. This Project proposes to add additional sirens to improve the warning capabilities	Ongoing	Taylor County Emergency Management	\$50,000	24 months
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2010 Update: Additional sirens are needed for placement on top of the Courthouse, at Jerald Walker Park located on Warner Street, and at Leisure Retreats. Funding for this has not been secured, but remains on the LMS Working Group priority projects.

2011 Update: TCEM and TCSD coordinated and oversaw the installation of two grant funded Local Alert Network Sirens at the School Administration Complex and Taylor Technical Institute.

2012 Update: TCEM continues to maintain the County's siren system and has added the capability of warning residents via text message and email.

2013 Update: TCEM narrowbanded and performed major maintenance on the system.

2014 Update: TCEM has re- implemented monthly coastal siren warning test on the second Thursday of each month.

Flood11	Maintenance of debris removal contract	hurricane, storms, flooding, winter storms	Taylor County plans to maintain the existing debris removal contract with DRC Inc. This contract has no cost until actual work needs to be done.	Ongoing	Taylor County Emergency Management	\$0	Current
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2010 Update: The County maintains its contract with DRC for debris removal, and with Beck, Inc., for debris monitoring. In addition, the County is upgrading its debris site at Foley Airport in anticipation of any further events requiring debris clearance and removal. The County is ensuring the City of Perry is covered by MOU for debris removal.

2011 Update: Plan annexes have been updated, temporary debris sites leases were renewed, and the County will be seeking RFPs for Debris removal and monitoring at the end of the year.

2012 Update: O'Brien's Response Management was awarded the pre-incident bid to be the County's Debris Monitoring Contractor.

2013 Update: CERES was awarded primary debris management contract. Crowder Gulf was added as a standby contractor.

2014 Update: Contractors remain on contract with no activations at the time of this reporting.

All1	All-hazard public awareness and educational programs	Hurricanes, tornadoes, severe storms, forest fires, drought, heat wave, winter storms, sinkholes, landslides, erosion, earthquakes	This project proposes the development of public awareness programs to address flood prevention, forest fire prevention, evacuation routes, shelters, safe-room program, current and future construction. These program with the associated information would be continually offered to the public through a variety of methods including classes, internet data dissemination, and printed materials.	Ongoing	Taylor County Emergency Management	\$10,000	6 months
<p>2011 Update: An ongoing process. TCEM did distribute updated Re-Entry permits and hurricane evacuation zone maps. TCEM continues to present at public events.</p> <p>2012 Update: TCEM has continued its re-entry permit and public awareness campaigns and the Building Department has continued its repetitive loss outreach.</p> <p>2013 Update: TCEM has continued its re-entry permit and public awareness campaigns by attending and hosting several public meetings and events and the Building Department has continued its repetitive loss outreach.</p> <p>2014 Update: TCEM has implemented a Business Re-Entry program, published a 2014 Hurricane Survival Guide, and has issued new 2015-2018 residential Re-Entry permits along with evacuation zone maps. TCEM has also developed it own webpage to public information to the public and is currently developing a Facebook page to keep an all-hazard public awareness presence.</p>							
All2	Countywide disaster recovery business alliance	all hazards	This project proposes to develop a public/private partnership to reduce vulnerabilities in the area through cooperation and education.	Ongoing	Taylor County Emergency Management	\$7,500	12 months
<p>2010 Update: Taylor County Emergency Management continues to reach out to local businesses and engage them in emergency management in order to reduce vulnerabilities. Representatives from the Buckeye Corporation are sitting members of the LMS working group. Other businesses (Progress Energy, Martin Electronics, etc) have been engaged to participate in emergency management activities. Progress Energy was involved in the County's table top exercise in March, 2010, as they have a major role in utility restoration. This will remain an ongoing effort. The LMS Working Group also keeps the City Commission and County Board apprised of mitigating the impacts of new and existing buildings.</p> <p>2011 Update: TCEM is actively seeking funds for including this project into its new Long-Term Recovery Plan.</p> <p>2012 Update: TCEM continues to engage its private sector partners in all phases of disaster. TCEM produced a long-term recovery plan in November 2011 that incorporates the County's economic development vision and TCEM is in development of a business re-entry program.</p> <p>2013 Update: Business Re-Entry program has been rolled out to the private sector.</p> <p>2014 Update: TCEM conducted a Flood table-top exercise in Steinhatchee with over 50 participants, including Tre-County electric and Big Ben d Water Authority.</p>							
Fire1	Mitigation Burning and Forest fire Management	forest fires	This project proposes the continuation and increase of Department of Forestry mitigation burning on public and private lands. This is an on-going program for FDOF that is contingent on funding and manpower.	Ongoing	Florida Division of Forestry	\$26,500	24 months
<p>2013 Update: Florida Forest Service continues to perform preventative mowing and plowing as conditions and funds warrant.</p> <p>2014: DOF has received funding for some mitigation efforts in 2013 and is continuing mowing and plowing efforts for 14/15 budget year. All previously list projects have been completed and will be removed from the list.</p>							
Fire2	Additional Fire Department Resources	forest fires, all hazards	County Fire resources are minimal and stretched. This project proposes the addition of fire and emergency personnel and equipment especially along the coast.	Proposed	Taylor County Emergency Management	\$500,000	24 months
<p>2010 Update: This is an ongoing need for the County, and remains on the project list. The County continues to allocate limited resources to maintain the coastal fire departments, but more funding is required. The LMS Working Group continues to investigate alternative funding sources to enable these valuable projects.</p> <p>2011 Update: TCFR continues to seek funding.</p> <p>2012 Update: The Board has agreed to fund the acquisition of new radios, air packs, and bunker gear for an overall investment of nearly \$100,000.</p> <p>2013 Update: The Board has allocated \$85,000 in FY14 for equipment repairs and upgrades.</p> <p>2014 Update: DOF has received funding for mitigation projects and is currently updating their mitigation activities list for inclusion into LMS projects list. No projects identified at this reporting.</p>							

Fire3	Continue and strengthen local fire burning regulations and enforcement.	forest fires	This Project proposes to continue the current program for permits and fines for individuals burning debris on private lands. This project also proposes to increase the levels of enforcement for these infractions.	Ongoing	Florida Division of Forestry	\$60,000	6 months
<p>2010 Update: This is an ongoing, active project jointly between the Florida Division of Forestry, and Taylor County. This effort has saved the county thousands of dollars through regulation and prevention of escaped private property debris fires. This will continue to be an ongoing effort to protect the citizens of Taylor County from escaped, uncontrolled wildland fires.</p> <p>2012 Update: TCFR and TCEM continues to its coordination with the Florida Forest Service in recommending and amending policies for enforcement.</p> <p>2013 Update: TCFR and TCEM continues to its coordination with the Florida Forest Service in recommending and amending policies for enforcement.</p> <p>2014 Update: TCFR and TCEM continues to its coordination with the Florida Forest Service in recommending and amending policies for enforcement.</p>							
Fire4	Fire awareness educational Program	forest fires	This project proposed the development of an educational outreach program to instruct citizen about ways to minimize fires and protect their property from damage. This would involve instructions about clearing brush and pine straw from around houses and ensure clear access to locations for fire equipment.	Ongoing	Florida Division of Forestry/ Taylor County Emergency Management	\$25,000	12 months
<p>2010 Update: There have been several Firewise presentations given in the County. One was conducted in the Steinhatchee Community (2006), the annual Forest Festival (2008-2009), and at the Perry Rotary Club meetings (2010). In each event, brochures describing basic Firewise concepts were distributed to the residents of Taylor County. The FDOF County Mitigation Planner has visited the County several times to conduct these events, and will continue in the future. Taylor County Emergency Management and Fire Rescue will continue to partner with the FDOF to continue the Firewise program.</p> <p>2012 Update: Project is ongoing with appearances by the Forest Festival and local schools.</p> <p>2013 Update: Project is ongoing with appearances by the Forest Festival and local schools.</p> <p>2014 Update: Outreach continues to local business, civic clubs, schools and during various festivals.</p>							
Fire5	Reduce fire hazard	Urban and wildland fire	This project proposed to increase the water conveyance capacity of the county's water supply in order to bring the system up to the current Florida Fire Prevention Code to minimize the threat of an inadequate water supply capacity.	Ongoing	Taylor County Emergency Management	\$500,000	12 months
<p>2010 Update: This proposed project was added by the LMS Working Group in 2010. There is a need to increase the County's water flow capacity throughout the water network in order to comply with the Florida Fire Code, which requires a level of capacity the County's system does not current have. The LMS Working Group will work to identify potential funding sources for this effort, to include CDBG funding.</p> <p>2012 Update: Funding has not materialized for this project although the group has reached out to the County's CDBG coordinator for further coordination.</p> <p>2013 Update: Coordination with administrative staff continues on this project</p> <p>2014 Update: Coordination with administrative staff continues on this project. Local fire departments are actively pursuing various grants to enhance firefighting.</p>							
Flood12	Repetitive loss and storm buffer property acquisition	Floods, Hurricanes, Severe Storms, Sinkholes	This project proposes that the County acquire property that is repetitively vulnerable to flooding events.	Proposed	Taylor County Grants Department	\$750,000	24 months
<p>2012 Update: The project was proposed at the 8/21/12 meeting as a vulnerability reduction measure. The group will begin seeking funding opportunities after the group confirms its inclusion at the November 2012 meeting.</p> <p>2013 Update: Project confirmed. Suitable property identification is ongoing.</p> <p>2014 Update: No funding opportunities</p>							
All3	Acquire permanent and mobile standby generators	Hurricanes, tornadoes, severe storms, forest fires, drought, heat wave, winter	This project proposes to acquire permanent and mobile generators for the purpose of mitigating the effects of long-term power outages	Proposed	Taylor County Emergency Management	\$400,000	36 months

**LMS Working Group
Taylor County Emergency Operations Center**

April 23, 2015

Meeting Minutes

Attendance

Meeting Agenda

AGENDA

NAME	ORGANIZATION	PHONE	EMAIL
Steve Spradley	Taylor County EM	850-838-3575	Steve.spradley@taylorcountygov.com
Ed Ward	FDOT	386-961-7581	Ed.ward@dot.state.fl.us
Bobby Pickels	Duke Energy	850-694-3758	Robert.pickels@duke-energy.com
Jami Boothby	BOCC	850-838-3500	Building.tech@taylorcountygov.com
Dave Dickens	SRWMD	386-209-4241	Rdd@SRWMD.org
Kristy Anderson	Taylor County EM	850-838-3575	Kristy.anderson@taylorcountygov.com
Dan Cassel	TCFR Chief	850-838-3522	Ps.director@taylorcountygov.com

- Opening Remarks
- Update LMS Committee Members [Attachment 1]
- Review 2014 Hazard Analysis Plan to Replace 2010 LMS Hazards Plan [at meeting]
- Review LMS Project List [Attachment 2]
- Schedule Next Meeting
- Adjourn

Minutes

Steve Spradley called the meeting to order. He asked that everyone introduce themselves around the table and thanked everyone for attending.

The minutes from the December 19th meeting were discussed and approved. A motion was made by Ed Ward and a second motion was made by D. Cassel to approve them.

S. Spradley stated that emergency management is on a five year cycle with the LMS plan and that it is due to FDEM this summer. J. Boothby asked about the status of the flood plan. S. Spradley stated that he will finalize it soon because National Weather Service will be here this summer also. J. Boothby stated that the CRS visit has been delayed until 2016 because of back-up. S. Spradley stated that we will include with the LMS plan. In 2014 the hazard analysis update was completed for our CEMP and we have received permission from the state to incorporate that plan into our LMS. Emergency Management drafted a letter and the county commission sent the letter to the state.

All 3. Taylor County was not declared as a disaster area from the Federal government during the 2014 floods. Hazard mitigation grants came down and there was a possibility for us to put in for tier monies, other areas of the state were able to put in for that money also. We discussed maybe purchasing a generator for our hospital here. After the hospital did the engineering studies which it would have cost 1.3 million for generator power. The hazard mitigation grant was only 13 million dollars for all flooding in Florida, so we cancelled that plan. After much negotiation, OCCA stated that the hospital does not have to have the generator. Bobby Pickels offered an option from Duke Energy in which they could sell a back-up generation service to the hospital. Companies that have used this service must pay a flat rate per month. He stated that some businesses find that to be a good thing since they wish to avoid the capital cost and the maintenance cost. S. Spradley stated that was definitely a possibility and we would appreciate more information on this service. D. Cassel stated he would be interested in that service for Steinhatchee Fire, especially in time of a storm.

S. Spradley discussed the Taylor County LMS Working Group and asked if we need to include/exclude anyone on the below list. Bobby Pickels, Dan Cassel, Hank Evans, Brooks Butler, and Melody Cox were added to the list. This list will be added to our plan for the next five years. Dan Cassel motioned to approve the below mentioned list and J. Boothby made a second motion.

2015 Taylor County LMS Working Group

Steve Spradley, Chair	Taylor County Emergency Management Director
Kristy Anderson, Vice-Chair	Taylor County Emergency Management
Dustin Hinkel	Taylor County Administrator
Margaret Dunn	Assistant County Administrator
Carrie Williams	Taylor County Animal Control
Danny Griner	Taylor County Building and Planning Department
Jami Boothby	Taylor County Building and Planning Department
Kenneth Dudley	Taylor County Engineer
Andy McLeod	Taylor County Public Works
Lt. Buddy Lee	Taylor County Sheriff's Office
Dan Anderson	Taylor County School Board
Barney Johnson	City of Perry
Bob Brown	City Manager, Perry
Jack Smith	Florida Division of Forestry
Leroy Marshal	Suwanee River Water Management District
Glenda Hamby	United Way
Gary Wambolt	Taylor County Waste Management
Stephen Caruso	City of Perry Wastewater Superintendent
Ed Ward	Florida Department of Transportation
Brian Bradshaw	Florida Department of Emergency Management
Bobby Pickels	Duke Energy
Dan Cassel	Taylor County Fire Rescue
Hank Evans	Taylor County Public Works
Brooks Butler	Georgia Pacific
Melody Cox	Taylor County Grants Department

S. Spradley asked all to look at the letter to Miles E. Anderson removing some of the projects from the LMS list.

Sink 1 on the list has been completed on San Pedro Road. Bobby Pickels stated that his company definitely resolved this issue he believes. He will ask his engineering group to be sure that this has been resolved and report back to the group.

Flood 13 Charles Sadler Lane bridge has been resolved by citizens.

Fire 1 and Fire 2 also has been completed since the Division of Forestry received mitigation monies from 2011/2012. There is an ongoing need for mitigation monies for wildfires and this will stay on the list.

S. Spradley spoke to Melody Cox about the LMS group working to identify potential CBDG funding. She was not aware that we were looking for that kind of funding. This is an ongoing and necessary need stated D. Cassel. He stated that we need hydrants around the county and discussed the pros and cons. S. Spradley asked what kind of grants D. Cassel was working on at this time. D. Cassel has a grant in the process for a fire truck in the amount of \$340,000.

Another grant is out for \$400,000 for a volunteer coordinator position for four years. S. Spradley stated that we are always on the lookout for mitigation grants to help with this.

The Taylor County School Board has awarded the contract for the shutters project for the shelters that was to be completed June 2015.

The LMS group voted and approved to have the LMS meetings twice a year instead of quarterly. The next meeting will be in October of 2015. The LMS update will be sent to the board for approval in September 2015.

The meeting was adjourned by S. Spradley.

LMS Working Group
Taylor County Emergency Operations Center

December 19, 2014

Meeting Minutes

Attendance

Meeting Agenda

NAME	ORGANIZATION	PHONE	EMAIL
Steve Spradley	Taylor County EM	838-3575	Steve.spradley@taylorcountygov.com
Chris Brannon	FFS	838-2299	Christopher.brannon2@freshfromflorida.com
Michelle Pitts	Grants	838-3553	Grants.assist@taylorcountygov.com
Shaun Cayson	TCFR	838-7904	Scayson1277@gmail.com
Gary Wambolt	Solid Waste	838-3533	Solid.waste@taylorcountygov.com
Kristy Anderson	Taylor County EM	838-3575	Kristy.anderson@taylorcountygov.com
Dustin Hinkel	Taylor County Admin.	838-3500	Dustin.hinkel@taylorcountygov.com
Jonathan Murphy	TCFR	838-2355	Fire4@taylorcountygov.com
Michael Fox	TCFR	672-1698	Fire4@taylorcountygov.com
Brian Bradshaw	FDEM	850-519-8639	Brian.bradshaw@em.myflorida.com
Brooks Butler	Foley Cellulose LLC	371-2288	Brooks.butler@gapac.com
Dan Cassel	TCFR Chief	838-3522	Ps.director@taylorcountygov.com

- Review of Minutes and Action Items from September 9, 2014 meeting
- LMS Group to continue to research and evaluate potential LMS projects for inclusion into the LMS Project List, especially projects that enhance CRS Class
- Discuss current LMS projects list and update and/or remove completed projects.
- Discuss any identified SRWMD grant assistance for LMS projects throughout the county.
- Emergency Management discuss finalization of Flood Response Plan to enhance CRS
- Discuss any progress from SRWMD and County Administration for utilizing Corp of Engineers to conduct flood engineering studies in County
- Discuss any updates on work with Engineering to add storm water and drainage projects to LMS project list

Minutes

Steve Spradley thanked all for coming during the holidays season. He introduced Brian Bradshaw to the meeting who is the Region II coordinator for the Florida Department of Emergency Management.

S. Spradley stated that each county is required by statute to have a local mitigation strategy group to identify the hazards within the county and establishes a LMS report. The main focus today will be to identify and update the list. We have researched the list and need to take some of the projects off. The meeting minutes of the last meeting of September 9, 2014 were reviewed. The Taylor County Board of County Commissioners chair will report to Department of Emergency Management in January on deleted and updated projects. SRWMD is working with Corp of Engineers to identify grant assistance. We will continue to review the CRS standards.

G. Wambolt questioned the Corp of Engineer study. This study is on flood prone areas in the Suwannee River basin. G. Wambolt reminded the group of the creeks and rivers around Taylor County that need debris removal for better flow. S. Spradley stated that he would follow-up with SRWMD.

S. Spradley reviewed the attached LMS progress report memo to J. Boothby which lists projects approved by the committee in the past.

Updates:

- Flood issue #3 Jamie Boothby forwarded the flood plan to CRS and that it was returned. With continued additions we hope that there is not a lot of rating difference that will be gained.
- Flood #6 this project has been completed and should be removed. (Warner Street retention pond)
- Fire #1 update #1 Fire service projects are completed. C. Brannon confirmed that they have been completed. S. Spradley moved to remove these items. Continue to evaluate and try to obtain grant funding for future fire wise projects. J. Smith and county Forestry recently updated the county commission on their yearly report.
- Sink #1 Reinforcing footing for electrical substation. S. Spradley reached out to Tri-County Electric and they stated that they were not familiar with it. Project complete.
- All #3 Acquire permanent and mobile stand-by generators. S. Spradley stated that we should identify and discuss some of the critical facilities that could benefit from mobile or permanent generators. You must have a cost benefit analysis to where it benefits. The hospital has recently purchased new chillers and they have now crossed a new requirement according to AHCA. They have been informed that they need generators to keep the hospital open during power outage. The hospital is a county building so updates may fall back to the county. Research has shown that it will be quite expensive. D. Hinkel asked if the generator at the EOC runs the air conditioner. S. Spradley stated that it did and it is a 100 kW. Rental of a generator for the hospital would be \$17,000.00 per week.

There has been discussion at past LMS meetings for the fuel station for the city impound. Barney Johnson stated that they did have a generator and all tanks are above ground and can be gravity fed. He was not aware of any need for generators. He advised that the PD, FD and City Hall had emergency generator power. S. Caruso stated in the past that they have two generators that can work for the lift stations.

S. Spradley stated that we did a study for the county road camp for a generator for the gas pumps and shop which was \$17,000 just for the generator itself. The road camp does have an emergency generator for fuel pumps. We also did a study for transfer switches for Forest Capital Hall which was \$15,000 alone for them. D. Cassel stated that he had transfer switches at his office and S. Spradley will check. S. Spradley asked if we need to classify Forest Capital Hall as a critical host shelter. D. Hinkel stated that it would be used so that the schools could stay open. He also stated that we needed to add the county jail as a critical facility. S. Spradley will check on the status of a generator at the jail.

- Wind #1. S. Spradley stated that he checked with D. Anderson from the school system and shutters will be installed on the windows at the high school, but will have a problem opening the windows. This project has to be completed by June. D. Cassel asked if the schools had generator capability. S. Spradley stated that there was a generator at the elementary school. M. Fox asked if the airport has a generator to run the runway lights. S. Spradley will check on this.

S. Spradley asked if there were any other critical facilities such as government buildings or fire stations that could qualify for generators. D. Cassel stated that the fire station at Econfina does not qualify needing a generator since it has no facilities that are necessary and doors can open manually. However, the Steinhatchee FD could use a generator.

D. Hinkel asked B. Bradshaw if there was any service that can come in any help identify a critical facilities mitigation projects. D. Hinkel stated that this county could benefit from a cost benefit analysis workshop which would help us identify specific projects. Smaller counties do not have the staff or capabilities to properly mitigate against a disaster. S. Spradley stated that he remembered a cost analysis benefit workshop in the panhandle and Taylor County could not attend. He stated that the project has to be on the list to qualify for the mitigation process. After a declared disaster mitigation money becomes available to that certain area. S. Spradley explained the Tier process with the group. He stated that January 6th is the cut off day and that we fall behind because we do not have the resources to process the applications. We will continue to work to build on our mitigation process. Bradshaw said that he would do some research on this and get an answer for the group.

S. Spradley stated that J. Boothby, CRS Coordinator for Taylor County, has informed him that the CRS review has now been put off until 2016. We will continue to work with her on that to update. The CRS is for the National Flood Insurance Plan for decrease on flood insurance. Taylor County is currently rated at a 7 and most counties are not much lower. We will continue to strengthen the CRS to get rates down. A flood exercise was held in Steinhatchee to meet required standards to show that the county is practicing evacuation plans.

It was discussed and agreed that unless there were specific issues that surfaced we would no longer have the LMS meetings quarterly. Instead beginning in 2015 we will schedule a meeting in the spring and fall of the year.

ACTION ITEMS NEXT QUARTER

- Next LMS/LTR meeting is tentatively set for April 2015.
- Work with county Grants Department on establishing cost-benefit processes for hospital and other critical facilities generators.
- LMS Group to continue to research and evaluate potential LMS projects for inclusion into the LMS Project List.
- Work with SRWMD to identify and develop grant assistance for LMS projects throughout the county.

Work with SRWMD and County Administration for utilizing Corp of Engineers to conduct flood engineering studies in County Review CRS standards to see how EM and the workgroup can assist the Building and Planning

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Requesting Board approval to hold public hearings September 21 and October 5, 2015 at 6:00 pm to discuss and receive public input for the possible grant submission to the Suwannee River Water Management District RIVER grant program.

MEETING DATE REQUESTED:

September 8, 2015

Statement of Issue: Requesting Board approval to hold two public hearings to discuss and receive public input on the possible grant submission to the SRWMD RIVER grant program. Grants staff is recommending submitting application for the restoration of Stephens Springs in Steinhatchee.

Recommended Action: Approve holding public hearings September 21 and October 5, 2015.

Fiscal Impact: Not applicable at this time.

Budgeted Expense: Y/N Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The RIVER grant funding cycle is open and applications must be submitted to SRWMD by October 30, 2015. Staff recommends submitting application for the restoration of Stephens Springs in Steinhatchee. The County was awarded a grant in the amount of \$55,200 through this program in 2014 which provided funding assistance for the connection to the City of Perry sewer system and the decommissioning of the existing septic system at Forest Capital Hall. Staff and Stan Ridgeway who spearheaded the project, has met with SRWMD in reference to the proposed restoration of Stephens Springs.

Attachments: SRWMD RIVER Program Information and map of Stephens Springs

Suwannee River

WATER MANAGEMENT DISTRICT

SEARCH



You are here: [Home](#) > [Water Resources](#) > [Funding Initiatives](#) > RIVER

Regional Initiative Valuing Environmental Resources (RIVER)

RIVER Governmental Cost Share Program

District funding assistance is being made available to government entities to implement projects with the following objectives:

- Protect Florida's water supply
- Improve water quality
- Restore natural systems
- Provide flood protection

County governments, municipalities, water supply authorities, and other interested government entities are encouraged to check this site regarding funding assistance with water management projects of mutual benefit in fiscal year 2015.

Local Government Cooperative Funding Program Opportunity – Application Deadline is October 30, 2015

The Suwannee River Water Management District (SRWMD) has developed a cost-share program to assist county governments, municipalities, water supply authorities, and other interested units of local government with a cost-share program for projects that enhance or address the District's core mission of managing water supply, water quality, flood protection, and natural systems. The Regional Initiative Valuing Environmental Resources (RIVER) local government cooperative funding program provides an opportunity for local government to obtain cost-share funding for projects that foster the District's core mission. Pending adoption of the FY 2016 budget by the District Governing Board, \$1.5 million dollars will be available for next year's program.

What type of project is eligible?

Projects that conserve our water supply, protect springs, develop alternative water supplies, advanced aquifer recharge, improve water quality, enhance or restore natural systems, and provide improved flood protection.

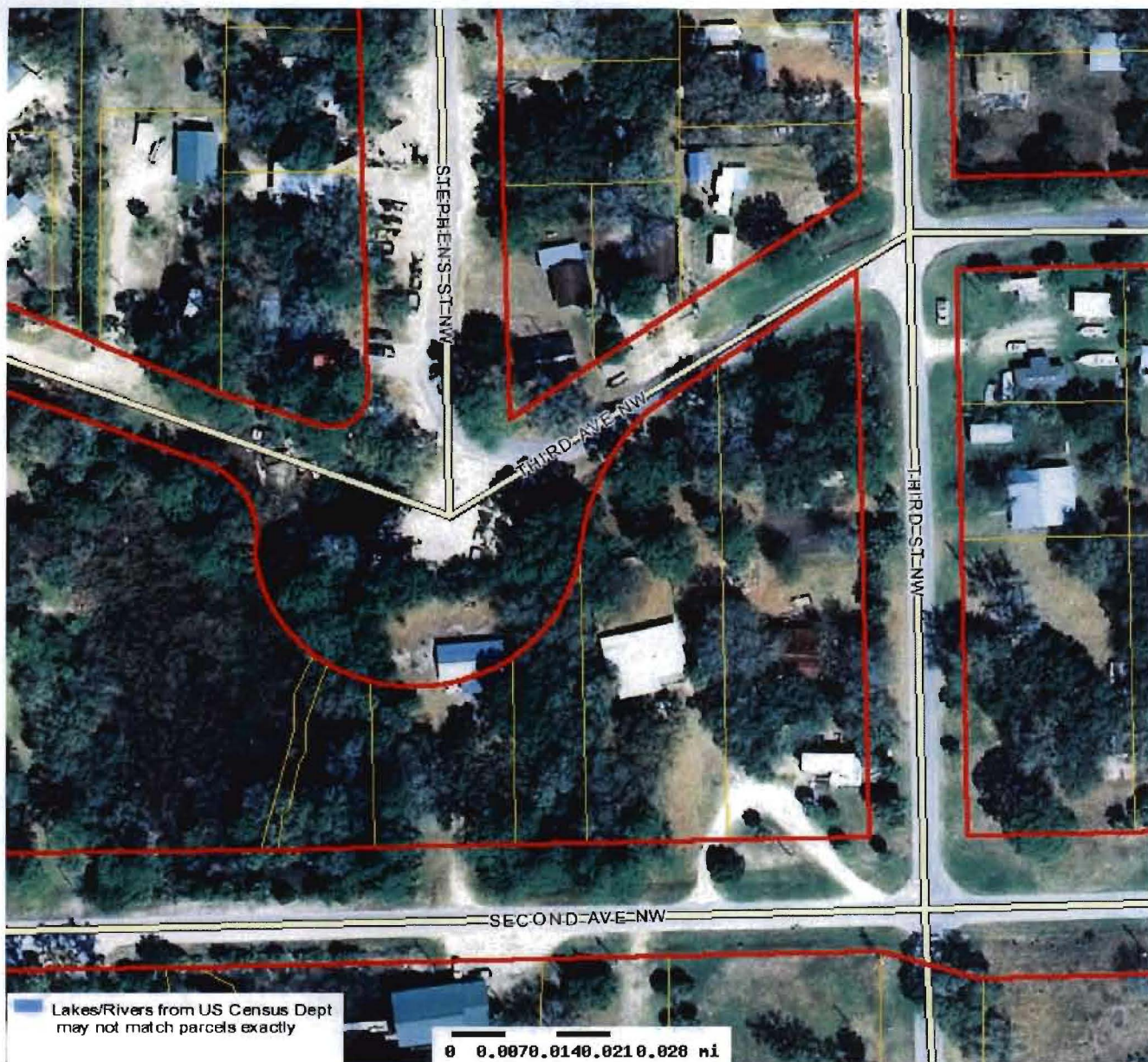
The District is providing three dates for interested cooperators to meet with the review team to discuss their potential projects and to ask questions. Meetings are by appointment only and are scheduled for August 26, September 2 and 9, 2015. Please call Patrick Webster at 386.362.1001 or by email at PJW@srwmd.org to schedule an appointment if interested. Appointments are reserved based on first come, first serve.

If you would like to submit an application, the deadline for this project selection period is **October 30, 2015 by 4:00 p.m.** Any questions regarding the program should be directed to Patrick Webster at 386.362.1001 or 1.800.226.1066 (FL Toll Free) or via email at PJW@srwmd.org. Please visit our website for upcoming information.

- **New** [2015 Application for Funding](#) (PDF, 138KB) | [District Basin Map](#) (PDF, 1.13MB)
- [PowerPoint presentation from the September 17, 2014 workshop](#) (PDF, 6.66MB).
- [District Basin Management Action Plan \(BMAP\) Map](#) (PDF, 336KB)
- [Water Resource Caution Areas Map](#) (PDF, 409KB)
- [Program Policy](#)
- [Program Evaluation Guidelines](#)
- [Program Project Guidelines](#)
- [Rural Economic Development Initiative \(REDI\) Guidelines](#) (PDF, 67KB)
- [Model Water Shortage Ordinance](#) (PDF, 24KB)

Funds for this program are included as committed reserves of \$1.5 million in the District's approved FY 2015 budget.

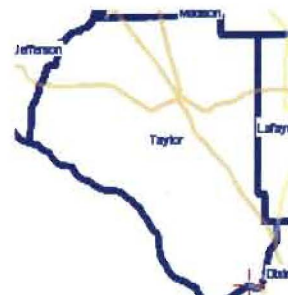
For more information, please contact Patrick Webster at PJW@srwmd.org or 386.362.1001.



Taylor County Property Appraiser

Parcel: 09486-042 Acres: 0

Name:	TAYLOR COUNTY	Land Value	5,000
Site:		Building Value	0
Sale:		Misc Value	0
Mail:	P O BOX 620 PERRY, FL 32348	Just Value	5,000
		Assessed Value	5,000
		Exempt Value	5,000
		Taxable Value	0



The Taylor County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER TAYLOR COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—

Date printed: 09/01/15 : 12:44:04

A PROPOSAL FOR THE RENOVATION AND REHABILITATION OF STEPHEN'S SPRING PARK IN STEINHATCHEE, FL



**Co-ordinated by:
Stan Ridgeway
P.O. Box 1058
Steinhatchee, FL 32359
352-440-1513
ridg7toys@gmail.com**

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO APPROVE THE CONTRACT FOR INMATE PHARMACEUTICALS WITH DIAMOND PHARMACY SERVICES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

SEPTEMBER 8, 2015

Statement of Issue:

DURING THE RFP PROCESS, TWO POTENTIAL VENDORS WERE IDENTIFIED. THE BOARD DIRECTED THE COUNTY ADMINISTRATOR TO NEGOTIATE A CONTRACT WITH DIAMOND PHARMACY SERVICES (THE CURRENT PROVIDER). THAT CONTRACT RENEWAL HAS BEEN NEGOTIATED AND IS BEING PRESENTED FOR THE BOARD'S CONSIDERATION.

Recommended Action: APPROVE THE CONTRACT

Fiscal Impact: APPROXIMATELY \$65,000 ANNUALLY

Budgeted Expense: YES

Submitted By: COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

MASTER PHARMACY SERVICES AGREEMENT

THIS AGREEMENT is effective the _____ day of _____ 20____ by and between _____, located at _____ (hereinafter referred to as " ") and Diamond Drugs, Inc., aka Diamond Pharmacy Services, and/or Diamond Medical Supply, RemedyRepack, SapphireHealth, and InnovaScript, a Pennsylvania FACILITY having principal offices at 645 Kolter Drive, Indiana, PA 15701-3570 (hereinafter referred to as "DIAMOND").

WHEREAS, (FACILITY) is obligated to provide healthcare services for its correctional patients;

WHEREAS, DIAMOND contracts to provide services to correctional healthcare services companies and correctional facilities;

WHEREAS, (FACILITY) wishes to engage DIAMOND to provide services to their correctional patients;

WHEREAS, DIAMOND wishes to provide such services to FACILITY as agreed to between the Parties;

WHEREAS, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

2. DIAMOND RESPONSIBILITIES - DIAMOND agrees to provide prescription dispensing services, pharmacy benefit management services, software services, and medical supplies to FACILITY and to furnish all qualified personnel, equipment, materials and services in consultation with (FACILITY), necessary to perform the services described under the terms of this Agreement.

3. (FACILITY) RESPONSIBILITIES:

- a. To pay to DIAMOND all fees for services rendered as outlined in Attachment "A" to this Agreement.
- b. To furnish all legally required medication and product order information to DIAMOND on any Formulary and Non-Formulary Medications prescribed for inmates of the FACILITY.
- c. (FACILITY) acknowledges that some Pharmacy Services may be billable to separate agencies including but not limited to: Federal Bureau of Prison, U.S. Marshall Service, ICE, compensation, Medical Assistance, ADAP, other counties, or other "outside sources", depending on patient eligibility. If requested in writing by (FACILITY), DIAMOND will submit eligible bills to such outside sources, and prescriptions will be billed at the Medicaid rate. In the event that any amounts billed to an outside source remain unpaid after sixty (60) days, (FACILITY) remains responsible for payment to DIAMOND. Such responsibility is independent of whether or not (FACILITY) has received payment from outside sources for any such charges.
- d. It is (FACILITY)'s responsibility to provide DIAMOND all appropriate and accurate patient and billing information prior to submitting orders. Billing other agencies is provided by DIAMOND as a courtesy and DIAMOND will not be responsible for any third Party claims which are not invoiced accurately due to (FACILITY)'s failure to provide the correct patient billing information.
- e. It is (FACILITY)'s responsibility to verify its invoices monthly to assure claims were billed to the proper agency on a monthly basis and inform DIAMOND of any discrepancies within fifteen (15) days of receipt of invoices.

- f. (FACILITY) is responsible for all applicable sales, use, lease, ad valorem, and any other tax that may be levied or assessed by reason of this transaction, unless (FACILITY) provides a tax exemption certificate (blanket or transaction specific) to DIAMOND in a timely manner.
- g. Pay all invoices and other payments due to DIAMOND via EFT or to:

Diamond Drugs, Inc.
Diamond Pharmacy Services
P.O. Box 200796
Pittsburgh, PA 15251-0796

- 4. **EQUIPMENT** - In the event that a RFP or bid and bidding procedures require such, DIAMOND shall provide an adequate number of medication carts for each facility serviced to accommodate their respective needs, and one (1) fax machine that will be dedicated solely for use with operations related to DIAMOND's services. This equipment will remain the property of DIAMOND throughout performance of the terms of this Agreement. Upon termination or expiration of this Agreement, (FACILITY) agrees to return such equipment to DIAMOND within fifteen (15) days of service termination or expiration. (FACILITY) will be charged for any damages of said equipment while in (FACILITY)'s possession up through DIAMOND's receipt of the returned equipment. If (FACILITY) fails to return the equipment within fifteen (15) days, (FACILITY) will be responsible for paying DIAMOND an amount equal the replacement cost for new equipment equivalent to the equipment retained by (FACILITY).
- 5. **INTELLECTUAL PROPERTY** - (FACILITY) agrees that DIAMOND and its affiliated company SapphireHealth, LLC retains all rights, title, interest in and ownership, and reserves the right to use and control the use of its intellectual property rights in its assets including, but not limited to, its software, reporting packages and user documentation; operations, procedures and strategies; formulary and clinical services; manufacturer, wholesaler, group purchase, vendor contracts and resultant data and information; patient, prescription claim and drug utilization submission; trademarks and service marks. This Agreement creates no express or implied license for (FACILITY) to use such intellectual property for any purpose other than carrying out its responsibilities under this Agreement.
- 6. **TERM AND TERMINATION** - The initial term of this Agreement shall commence on 20 , and continue for a period of five (5) years, at which point the contract shall automatically renew for consecutive one (1) year periods unless either Party provides notice of its intent not to renew this Agreement AT LEAST sixty (60) days prior to the automatic renewal date.

Either Party may terminate This Agreement for significant breach of the terms and conditions of this Agreement by the other party by using the following procedure provided that the non-breaching party shall deliver a detailed, written notice of such breach that allows the breaching Party sixty (60) days to cure said breach. If the Breach is not cured to the reasonable satisfaction of the non-breaching Party within sixty (60) days, this agreement shall terminate upon delivery, by the non-breaching Party, of a final written notice that the Breach has not been cured to the reasonable satisfaction of the non-breaching Party. DIAMOND has the right to terminate this Agreement immediately for payment delays of more than thirty (30) days past any invoice date. The Parties may, by mutual consent, terminate this Agreement at any time only under circumstances and terms mutually agreed upon. Terminations for convenience will not be permitted.

7. INSURANCE, INDEMNIFICATION, AND FINES

- a. **Insurance** - Both DIAMOND and (FACILITY) shall maintain professional and general liability insurance coverage at a minimum in the amount of one million dollars per occurrence, and three million dollars aggregate, naming the other as an additional insured. This insurance will be fully applicable to all services rendered by Party under this Agreement subject to the normal terms and exclusions of the

policy. Each Party will provide the other with a certificate evidencing that the insurance is in place upon this execution of this Agreement. Each policy will provide for at least thirty (30) days written notice before any cancellation or alteration in policy terms before any term can be changed, or the policy cancelled. Each Party agrees to send the other copies of any notices of cancellation or alteration, and that they will do so within ten (10) days of the receipt of any notice.

8. **NOTICE** - All notices, designations, consents, offers, acceptance or any other communication provided for herein required to be in writing will be given by registered, certified mail, return receipt requested, overnight courier addressed to the Parties as shown below:

<u>(FACILITY):</u>	_____	DIAMOND:	Diamond Drugs, Inc.
	_____		Attn: Mark J. Zilner
	_____		645 Kolter Drive
	_____		Indiana, PA 15701

9. **GOVERNING LAW AND VENUE** - The laws of the State of Florida shall govern this Agreement as to the interpretation, construction and performance of the Parties. Any dispute that should arise between the Parties as related to performance of this Agreement or in any way relating to this Agreement shall be resolved in the courts of Taylor County, Florida.
10. **AMENDMENTS** - This Agreement may be amended, changed or modified only in writing, signed by authorized representatives of each of the Parties hereto.
11. **REPRESENTATIONS** - BOTH PARTIES will comply with all applicable laws and regulations related to providing services under this Agreement, including ensuring that Both Parties and all employees of BOTH PARTIES comply with any and all licensing requirements, any and all applicable environmental laws and regulations, any and all federal, state, and local regulations and all state non-discrimination requirements.
12. **CONFIDENTIALITY** - The Parties acknowledge that in carrying out their obligations under this Agreement, the Parties may have to exchange or otherwise divulge Confidential Business information, including, but not limited to, FACILITY lists, vendor lists, pricing, proprietary procedures, software programs, and business processes, the formulary, etc. The Party receiving such proprietary information SHALL NOT DISCLOSE such information to any third-Party individual organization or entity without the prior, express, written approval from the original Disclosing Party. Each Party certifies that they have policies and procedures in place that will protect the Disclosing Party from the re-Disclosure of any such Confidential Information. If a Party believes they are required by law to re-Disclose such information, that Party has a Duty to notify the original Disclosing Party, in writing, of the need for such re-disclosure within such time that allows the Other Party to file objections or to otherwise defend against such re-disclosure.

DIAMOND and (FACILITY) each agree to maintain and ensure the confidentiality, privacy, and security of patient information to the extent required by law and each Party's policy. Without limiting the generality of the foregoing, The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 with respect to the privacy and security of "protected health information" (as defined by HIPAA) created, transmitted, maintained or received pursuant to, or in connection with, the performance of DIAMOND obligations under this Agreement.

The Parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time (codified at 45 C.F.R. Parts 160 and 164) ("Privacy Standards"). The Privacy Standards require covered entities to ensure that business associates who receive confidential information in the course of providing services comply with certain obligations regarding the confidentiality of health information.

13. **SEVERABILITY** - If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
14. **WAIVER OF CONTRACTUAL RIGHT** - The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
15. **SCOPE OF AGREEMENT** - By execution of this Agreement, Both Parties agree to the terms and conditions set forth herein. This Agreement supersedes any and all other agreements, either oral or in writing, between the contracting Parties with respect to the subject matter covered by this Agreement, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained in this Agreement shall be valid or binding unless in writing as an amendment and signed by Both Parties.
16. **COOPERATION** - Both Parties agree to use their best efforts to cooperate with each other in providing all information pertaining to all legal and regulatory compliance requirements when providing services under this Agreement, and will duly investigate and comply with any complaints brought to the other's attention by the other Party immediately. **DIAMOND** and **(FACILITY)** agree to work with each other in good faith to rectify any problems that may arise between Parties.
17. **FORCE MAJEURE** - Neither Party shall be in breach of this Agreement if the failure to perform arises out of causes beyond the control and without the fault of that Party. Such causes may include, but are not restricted to strikes or labor disputes, inmate disturbances, acts of God, acts of civil and military authority, acts of public enemy, fires, explosions, earthquakes, supplies, manufacturers, and floods. Such non-performing Party shall immediately notify the other Party in writing of its inability to perform by specifying all reasons constituting the cause or causes beyond its control and without its fault.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized representative to execute this Agreement on the date set forth above.

DIAMOND:

FACILITY:

Diamond Drugs, Inc.,
a Pennsylvania **FACILITY**, a.k.a. **Diamond Pharmacy**
Services

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



**DIAMOND PHARMACY SERVICES
BID TO THE
TAYLOR COUNTY JAIL**

JULY 13, 2015

Diamond Pharmacy Services offers the following bid to the Taylor County Jail.

Each prescription will be billed as follows:

The lower of Usual and Customary or the following bid rate:

Brand Name and Single Source Medications = AWP less 15%

Generic Multi-Source Medications = AWP less 70%

Regarding the Above Price

- ◆ AWP = Average Wholesale Price at the time of dispensing as updated by Medi-Span®.
- ◆ Single Source Medications are defined as generic entities that are provided from a single manufacture source.
- ◆ Diamond's Usual and Customary Rate (UCR) is a more aggressive price over the company's proposed bid rate. Due to our purchasing power, Diamond offers exceptionally low pricing on several medications. Our company's UCR pricing on some items is as aggressive as AWP less 97%. Diamond's goal is to utilize our volume purchasing power to provide your facility the best pricing in the industry.
- ◆ Medications will not be discounted and sold below cost. If the proposed discount to AWP results in the price to fall below our actual acquisition cost of the medication, the medication will then be dispensed and billed at our acquisition cost plus a dispensing fee of \$3.95 per prescription.
- ◆ Maintenance medications are dispensed in a routine 30-day supply
- ◆ Medications are dispensed in 30-count blister cards with one unit per bubble
- ◆ If your facility requires a lower routine day supply, or packaging other than blister cards, a higher rate will be negotiated
- ◆ All medications and OTC items that the facility purchases, except backup orders that Diamond submits to local pharmacies on your behalf, must be purchased from Diamond.
- ◆ The above bid includes all services outlined in our proposal response including:



- ✓ A pharmacist serving as the primary contact and account manager
- ✓ A registered pharmacist for on-site inspections where required by law or accreditation, if requested, that will be billed as a pass through cost.
- ✓ Medication cart for the duration of the contract on loan
- ✓ Fax machine for the duration of the contract on loan
- ✓ Access to our industry-leading clinical pharmacists, specialists, and drug information center
- ✓ First line pharmacist reviews of non-formulary medication orders via email, fax, or phone consultation on formulary alternatives that best meet your clinical and cost-containment goals, if requested
- ✓ 24-hour a day, 7-day a week, and 365-day a year (24/7/365) telephone consulting
- ✓ Monthly and ad hoc reports
- ✓ Any costs associated with the dispensing and delivery of medication to your facility from Diamond
- ✓ Access to our web-based electronic reconciliation (medication check-in and credit) program
- ✓ Access to our web file manager electronic financial reporting
- ✓ Access to our web-based Online Reporting Program (ORP) and utilization dashboard
- ◆ There are no software charges and no monthly fees per inmate per month for electronic ordering and eMARs if you choose our Sapphire computerized physician order entry (CPOE) and electronic medication administration record (eMAR) solution. And if you recall from our proposal, Sapphire is a web-based hosted solution which means you do not have to purchase or provide on-site servers or increase your IT staff to deploy our system.
- ✓ Diamond will provide Sapphire CPOE/eMAR software, routine software updates, initial web based training, initial JMS/OMS interfacing, and 24/7 IT support free of charge. You will be responsible for any charges of any ongoing JMS/OMS fees - if they are even assessed by the JMS/OMS company.
- ✓ Taylor County will be responsible for internet access and a laptop per medication cart utilized for med pass for the deployment of Sapphire CPOE/eMAR.
- ◆ If Taylor County is seeking a comprehensive electronic health/medical record solution, we offer an EMR/EHR at a price to be negotiated.
- ◆ For any interfaces with other electronic health records or third party vendors, Diamond will be responsible only for interface charges and programming that are required on our end of the interface.
- ◆ Any transmission fees charged by an electronic health record (EHR)/electronic medical record (EMR) or switch company will be billed as a pass through.
- ◆ Diamond will retain and reserves all rights, title, use, control, interest in and ownership of its assets including, but not limited to, its software, reporting, packages, and user documentation; operations, procedures, and strategies; formulary and clinical services; manufacturer, wholesaler, group purchase, and vendor contracts and resultant data and information; patient, claims, and drug utilization information; trademarks and service marks.



- ◆ Compounded IV medications, specialized vaccines, chemotherapy, blood products, special compounds, dropped shipped items and certain other specialty items, etc. are billed at Average Wholesale Price (AWP) –as published by Medispan plus \$4.00 per piece.
- ◆ Compounded TPN medications will be billed at the actual cost of each ingredient plus \$78 dollars and 00/100 Dollars (\$78.00) dispensing fee per bag.
- ◆ Medications dispensed under a 340B program will be billed under a separately negotiated rate (to be determined) if we are able to successfully establish a program with your facility and a covered entity.
- ◆ Backup pharmacy services will be billed as a pass through charge at the contracted backup pharmacy's rate - as billed through a pharmacy benefit management (PBM) company - plus the backup pharmacy's delivery charge or on-call charge, or the taxi or courier charge, if applicable.
- ◆ Diamond will contract with multiple backup pharmacies at the request of Taylor County.
- ◆ Durable Medical Equipment (DME) and medical supplies are billed at Diamond's Correctional Pricing and prices will be quoted on a case by case basis, when requested.
- ◆ If it becomes necessary to utilize the services of a reverse distributor for controlled substance disposition, those charges will be billed as a pass through at the reverse distributor's contracted rate or at your expense if you contract directly with the reverse distributor.
- ◆ If it becomes necessary to utilize the services of a hazardous waste company for the disposition of hazardous pharmaceutical waste, those charges will be billed as a pass through at the hazardous waste company's contracted rate or at your expense if you contract with the hazardous waste company. Payment by credit card or purchase card will be assessed a 3% convenience fee. Taylor County is responsible for all applicable sales, use, lease, ad valorem, and any other tax that may be levied or assessed by reason of this transaction, unless Taylor County provides a tax exemption certificate (blanket or transaction specific) to Diamond in a timely manner.

Credit of Returns

Due to the costs resulting from inmate turnover, medication changes, and the rising price of medications, Diamond realizes the importance of issuing credit on returned medications and is offering credit on full and partial blister cards at 100% of the amount billed to your facility less a \$1.95 processing fee per returned card.

Acting as your partner in helping reduce waste and costs, when and where permitted by the State Board of Pharmacy and the U.S. Food and Drug Administration (FDA), Diamond offers credit on full and partial blister card medications returned to us, provided the medications:

- ◆ Remain in their original sealed blister packs
- ◆ Have been stored under proper conditions
- ◆ Are not defaced or have been adulterated
- ◆ Are not within 3 months of expiration
- ◆ Are packed as one unit per blister



- ◆ Have not been released to the inmate population or labeled/dispensed as “keep on person”
- ◆ Are not controlled substances
- ◆ Have not been billed to a private insurance, third party, or Medicaid

Diamond offers credit on full and partial blister cards.

Diamond is responsible for the once monthly shipping costs for all returned medications and provides your facility with prepaid preaddressed FedEx Package Returns Program (PRP) or UPS Authorized Return Service (ARS) labels. These labels are simply affixed to the return box, which is handed to express delivery personnel during their normal pickup/delivery to your facility.

In 2014, Diamond provided \$15,100,000 in credit to our customers.

Controlled substances and opened partial stock medications cannot be credited per federal regulations. Credit is issued on medications based upon the professional judgment of a Diamond pharmacist. Credit will not exceed the current market value per dose of medication eligible for return. Liquids, injections, topicals, and oral solids that are not permitted to be dispensed in 30-count blister cards as well as oral solids that are required to be dispensed in original, sealed manufacturers' packaging are not eligible for credit. Blister cards that are dispensed with half tablets or with more than one single unit per individual bubble of the blister card are not eligible for return. Returns received at Diamond, during the term of the contract, by the 15th of each calendar month will be credited on the next invoice for that calendar month. Credit memos will be deducted from payment of the oldest outstanding invoices. Diamond will destroy any returned items not eligible for credit.

Final note

Diamond is offering an aggressive discount to AWP in the hopes of retaining a contract opportunity with your facility. We truly believe that our clinical services, operational efficiencies, technological innovations, proactive pharmacist centered formulary management, comprehensive ad hoc and web-based reporting, web-based reconciliation, electronic credit processing, and Sapphire electronic ordering and eMAR solutions - all provided as detailed in our proposal - truly sets Diamond apart from any local or national providers of correctional pharmacy services bidding on this solicitation.

Thank you for your consideration of our proposal.

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

August 28, 2015

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113
FAX (850) 584-2433

Ms. Margaret Dunn
% County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Master Pharmacy Services Agreement

Dear Margaret:


Thank you for your e-mail of 8/26/15 with regard to the above agreement.

I believe that the last sentence of the 1st paragraph of #12 provides adequately. It reads "If a Party believes they are required by law to re-disclose such information, that Party has a duty to notify the original disclosing party, in writing, of the need for such re-disclosure within such time that allows the other party to file objections or to otherwise defend against such re-disclosure."

If you have further questions, please let me know.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy
Mr. Dustin Hinkel

Margaret Dunn

From: Dustin Hinkel
Sent: Tuesday, September 1, 2015 3:10 PM
To: Terri Young
Cc: Margaret Dunn
Subject: RE: Diamond Pharmacy Contracts

Thank you!

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

dustin.hinkel@taylorcountygov.com
<http://www.taylorcountygov.com>

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Terri Young [mailto:tyoung@taylorcountysheriff.org]
Sent: Tuesday, September 01, 2015 1:10 PM
To: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>
Subject: RE: Diamond Pharmacy Contracts

Dustin,

Richard said everything looks good.

Thanks

*Terri Young, Personnel Officer
Taylor County Sheriff's Office
108 N. Jefferson St., Ste 103
Perry, FL 32347
850-584-4225 (p)
850-584-7016 (t)*

NOTICE: Florida has a broad public records law. Most written communications to or from state officials are public records that will be disclosed to the public and the media upon request. Email communications may be subject to public disclosure.

From: Dustin Hinkel [<mailto:dustin.hinkel@taylorcountygov.com>]
Sent: Monday, August 31, 2015 5:56 PM
To: Richard Johnson
Cc: Margaret Dunn
Subject: Fwd: Diamond Pharmacy Contracts

Richard, the attached contracts will go before the Board on the 8th to renew the jail medication service. If you have any issues with them please get with me.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

Begin forwarded message:

From: Margaret Dunn <margaret.dunn@taylorcountygov.com>
Date: August 31, 2015 at 3:24:28 PM EDT
To: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>
Subject: Diamond Pharmacy Contracts

Do you want to send these to Capt Johnson and get his okay? Diamond is going to add a line in the bid rate sheet that we want to have access to multiple emergency pharmacies instead of just one. Conrad has given his blessing on the contract.

Margaret Dunn
Assistant County Administrator
Taylor County Board of County Commissioners
201 E Green Street, Perry, FL 32347
850-838-3500 Ext 7
850-843-6299 Cell

Margaret Dunn

From: Courtney Adams <cadams@diamondpharmacy.com>
Sent: Wednesday, August 26, 2015 3:18 PM
To: Margaret Dunn
Cc: Dustin Hinkel
Subject: RE: Taylor County Agreement (Diamond)
Attachments: Taylor AWP BID RATE SHEET July1 2015.docx

We normally do not put anything about backup pharmacies in the contract, but our policy is to obtain as many backup pharmacies as we are able at our customer's request. We have several customers who prefer to have two or three backup pharmacies, while some only want one.

Attached is the bid sheet that we submitted, which we will be filing with the signed contract. I can add a line in there that "Diamond will establish two backup pharmacies at the request of Taylor County." or something similar to that?

From: Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]
Sent: Wednesday, August 26, 2015 3:06 PM
To: Courtney Adams
Cc: Dustin Hinkel
Subject: RE: Taylor County Agreement (Diamond)

Thank you, Courtney. I will forward this to our attorney for his input. As to page 3, paragraph 12, the attorney may want to say something to the effect that we must obey Florida's public record laws and cannot exclude any material from disclosure that is not specifically exempted by Florida law. We will see what he says.

What about the reference to the multiple emergency pharmacies? Is that on a separate document?

From: Courtney Adams [mailto:cadams@diamondpharmacy.com]
Sent: Wednesday, August 26, 2015 2:35 PM
To: Margaret Dunn <margaret.dunn@taylorcountygov.com>
Cc: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>
Subject: RE: Taylor County Agreement (Diamond)

Please see attached. I believe we have addressed all of the concerns (below), and I have deleted paragraphs 7b and 7c completely for you. I believe all I need to do now is put in the appropriate start date, but take a look at it once more and let me know if you need anything else.

Have a good day!

Courtney

In Paragraph 6, we prefer to auto renew for 1 year increments after the original 5 unless either of us notifies the other within 60 days (not 120).

In Paragraph 7a, I will have to check with our carrier as to our limits, but we don't think we have professional liability insurance. How crucial is that to Diamond?

In Paragraph 7b and c, we do not indemnify nor do we waive sovereign immunity. We are governed by Chapter 768.28, Florida Statutes.

In Paragraph 9, we are governed by the State of Florida, not Pennsylvania; and the venue for any litigation will have to be Taylor County, Florida, exclusively.

From: Margaret Dunn [<mailto:margaret.dunn@taylorcountygov.com>]
Sent: Wednesday, August 26, 2015 1:44 PM
To: Courtney Adams
Cc: Dustin Hinkel
Subject: RE: Taylor County Agreement (Diamond)

Thank you, Courtney. We were ready to start negotiations with the next bidder on this project but if you and I can get something pulled together by Friday COB, we will stick with Diamond. Thank you.

From: Courtney Adams [<mailto:cadams@diamondpharmacy.com>]
Sent: Wednesday, August 26, 2015 11:57 AM
To: Margaret Dunn <margaret.dunn@taylorcountygov.com>
Subject: Taylor County Agreement (Diamond)

Hi Margaret,

Sorry for the delay, but I wanted to let you know that I will be sending this back to you by the end of the day. There were some key folks on vacation or out sick, so it has taken longer than normal.

I hope all is well with you!

Courtney

Courtney Adams
Executive Assistant to Mark
Zilner COO
Administration
cadams@diamondpharmacy.com

Diamond Drugs, Inc.
645 Kolter Drive
Indiana, Pennsylvania 15701
www.diamondpharmacy.com

Office: 724.349.1111 x1036
800.882.6337 x1036
Fax: 724.599.3666



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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER A REQUEST BY THE SUPERVISOR OF ELECTIONS TO PAY THE MATCHING AMOUNT REQUIRED TO RECEIVE HELP AMERICA VOTE ACT (HAVA) GRANT FUNDS, AS AGENDAED BY DANA SOUTHERLAND.

MEETING DATE REQUESTED:

SEPTEMBER 8, 2015

Statement of Issue:

IN ORDER TO APPLY FOR HAVA GRANT FUNDS, THE COUNTY MUST AGREE TO MATCH THE FUNDS BY 15%. THE MATCH FOR FY 2015-16 WOULD BE \$304.46 AND THE SUPERVISOR OF ELECTIONS WILL PAY THIS AMOUNT FROM EXISTING FUNDS. THIS MATCH WILL RESULT IN \$2,029.75 COMING TO TAYLOR COUNTY FOR ELECTION ACTIVITIES.

Recommended Action:

APPROVE THE MATCHING FUNDS

Fiscal Impact:

\$304.46

Budgeted Expense:

YES

Submitted By:

DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS 838-3515

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

LETTER FROM THE SUPERVISOR OF ELECTIONS AND NECESSARY STATEMENTS TO BE SIGNED BY THE CHAIR

9-8-15

Margaret Dunn

From: Dana Southerland <Taylorelections@gtcom.net>
Sent: Monday, August 24, 2015 12:27 PM
To: Margaret Dunn
Subject: 2015-2016 Federal Election Activities Grant County Match Request
Attachments: Taylor SOE 2015-2016 FEA Grant Request for County Match.pdf

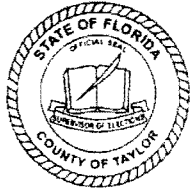
Good Afternoon Margaret,

I have attached a letter for the Board to consider concerning the 2015-2016 Federal Election Activities Grant county matching fund request. I will make sure Annie Mae gets the original once it is placed on an agenda. If you would rather I make the copies for the board just let me know and I will get them right over.

Thank you so much for all your assistance,

Dana Southerland

Dana Southerland
Supervisor of Elections
Taylor County, Florida
State Certified Supervisor of Elections
Florida Certified Elections Professional (Level II/III)
P O Box 1060
Perry, Florida 32348
Phone: 850.838.3515
Fax: 850.838.3516
Email: taylorelections@gtcom.net
Web: www.taylorelections.com



Dana Southerland

SUPERVISOR OF ELECTIONS

Street Address: 108 N. Jefferson St., Suite 202 • Perry FL 32347

Mailing Address: P.O. Box 1060 • Perry FL 32348-1060

Phone: 850-838-3515 • Fax: 850-838-3516

taylor-elections@gtcom.net

August 24, 2015

Board of County Commissioners

Attn: Pat Patterson, Chairman

201 E Green St

Perry, Florida 32347

Re: Federal Election Activities Grant 2015-2016

Dear Board of County of Commissioners:

The 2015 Legislatures appropriated Help America Vote Act (HAVA) funds specifically for federal election activities. Taylor County will be receiving \$2,029.75 from the State as long as the county agrees to match this funding with a 15% matching amount of \$304.46.

As in past years I am willing to absorb this matching amount in my budget and will not be requesting any additional funds from the Board in order to secure this grant. I do however; still need the Chairman of the Board of County Commissioners to execute the attached Certificate Regarding Matching Funds indicating Taylor County's willingness to provide a 15% match as required.

Also, attached you will find a Certificate of Equipment for Casting and Counting Ballots that I would request be executed as well. The Department of State allows counties to use HAVA money to purchase emerging technological equipment to enhance and facilitate the election process. Even though we have not purchased new voting equipment, if we were to do so this would be an avenue for us to re-coop some of the money spent by the county.

The first election of the 2016 election cycle is just a little over 6 months away and we are excited about the prospects this grant money will have on reaching the voters of this county.

Sincerely,

Dana Southerland

Supervisor of Elections

ATTACHMENT D of MOA 2015-2016-0001

Certificate Regarding Matching Funds

I, _____, Chairman of the Board of County Commissioners of **Taylor** County, Florida, do hereby certify that the Board of County Commissioners will provide matching funds for the Federal Election Activities grant in county FY 2015-2016 to the Supervisor of Elections in an amount equal to at least 15% of the amount to be received from the state, which for **Taylor** County is **\$304.46**. I understand that if the Board fails to appropriate the matching funds, all funds received from the state for this grant during the 2015-2016 state fiscal year will be required to be returned to the Department of State.

Chairman, Board of County Commissioners

Date

Certificate of Equipment for Casting and Counting Ballots

We, **Dana Southerland**, Supervisor of Elections and

_____ Chairperson of Board of County Commissioners, of **Taylor**

County, Florida, do hereby certify that prior to the receipt and use of fiscal year 2015-2016

HAVA funds for the purchase of State-approved or certified (whichever is applicable) emerging

or enhancing software or hardware technology as allowable per Attachment A-1, the county

has purchased and made available sufficient equipment for casting and counting ballots to

meet the needs of the county electors for the next regularly scheduled general election. If the

Florida Department of State determines that there is insufficient equipment for casting and

counting ballots for the next regularly scheduled general election as herein certified, we shall

return the HAVA funds that were used to purchase other emerging or enhancing software and

hardware technology to the State.

Supervisor of Elections

Chairman, Board of County Commissioners

Date

Date

20

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

COMMISSIONERS TO RECEIVE AND APPROVE FDOT CONSTRUCTION & MAINTENANCE AGREEMENT TO REPLACE CR 356C FENHOLLOWAY RIVER BRIDGE #380064 AND FURTHER APPROVE ASSOCIATED DETOUR

MEETING DATE REQUESTED:

September 8, 2015

Statement of Issue: The Florida Department of Transportation (FDOT) is proposing to replace CR 356C Fenholloway River Bridge #380064 under the terms and conditions of a Construction & Maintenance Agreement. This 1954 vintage bridge is currently rated structurally deficient necessitating its replacement.

Recommended Action: Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission and further approving the proposed associated Detour.

Fiscal Impact: FISCAL YR 2016/17 - N/A

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On March 17, 2015, the Board of County Commissioners received an update from Jordan Green identifying the projects being facilitated by FDOT in Taylor County. The CR 356C Bridge over the Fenholloway River along the route between Foley Rd (CR 30) and Red Padgett Rd was one such project identified by Mr. Green. This project will work to replace the existing bridge (#380064) and replace it with a new 200 LF two-lane concrete span bridge with 12 ft lanes, 6-8 ft shoulders and HL93 design truck plus lane load capacity to permit passage of legal weight vehicles.

Part of the intended construction process includes a 3.3 mile detour to route traffic out to US HWY 19 and then back to Red Padgett Rd. See attached Map. FDOT is requesting the Board specifically approve the proposed Detour and note such by having the Chairperson forward an approval letter.

The proposed Construction & Maintenance Agreement offers to have FDOT fund, design, manage, maintain and repair the Bridge at no expense to Taylor County. Therefore, Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

Options:

- 1) Accept and approve the Construction & Maintenance Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Agreement and state reasons for such denial.
- 3) Accept and approve the proposed Detour and forward letter indicating such approval.
- 4) Deny the proposed Detour and state reasons for such denial.

Attachments:

Construction & Maintenance Agreement
Authorizing Signature Resolution
Proposed Detour
Detour Approval Letter



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025

JIM BOXOLD
SECRETARY

August 13, 2015

The Honorable Patricia Patterson, Chair
Taylor County Board of County Commissioners
201 E. Green Street
Post Office Box 620
Perry, Florida 32348

Subject: CONSTRUCTION & MAINTENANCE AGREEMENT
Bridge Replacement on County Road 356C/ Fenholloway River Bridge #380064
Financial Project ID: 411424-1-52-01
Federal ID: 00B2-060-B, 00B2-068-B, 00B2-081-B, and 00B2-087-B

Dear Chair Patterson:

Enclosed are two (2) copies of the Construction & Maintenance Agreement for the subject project. Your assistance is requested to secure execution by Taylor County.

In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Your assistance in securing execution as soon as possible is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7402.

Sincerely,

Kim Evans
District Local Programs Administrator

/ke
Enclosures

CC: Ms. Cindy Dunkle, P.E., Perry Maintenance Engineer
Mr. Dustin Hinkel, County Administrator
Mr. Kenneth Dudley, P.E., Director of Engineering
Ms. Becky Williams, Work Program
Mr. Craig Teal, P.E., Project Manager

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County, Florida ("Agency").

-RECITALS-

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, owned by the Agency and more particularly described as County Road 356C / Fenholloway River Bridge #380064, as shown in attached **Exhibit "A"**; and
2. The term "Improvement" means and shall refer to the bridge replacement on County Road 356C/Fenholloway River Bridge #380064, as more particularly shown in attached **Exhibit "A"**; and
3. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and
4. The Department shall construct the Improvement on the Property; and
5. A date for the commencement of construction of the Improvement has not been established; and
6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
7. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and
8. By Resolution _____ dated _____, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "B"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B)

shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

8. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

9. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

10. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain, and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this

Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

11. WARRANTIES

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

12. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

13. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

14. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

15. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2014).

16. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Cindy Dunkle, P.E.
Chiefland Maintenance Engineer
1820 South Young Boulevard
Chiefland, Florida 32626

Agency: Mr. Dustin Hinkel, County Administrator
201 E. Green Street
Post Office Box 620
Perry, Florida 32348

17. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

18. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

19. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

20. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

21. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

22. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and

not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

24. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

25. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

26. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

27. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

28. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

29. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

30. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

31. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

32. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

33. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made

in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of eight (8) pages.

Florida Department of Transportation

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____
Office of the General Counsel
Florida Department of Transportation

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Taylor County

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for Agency

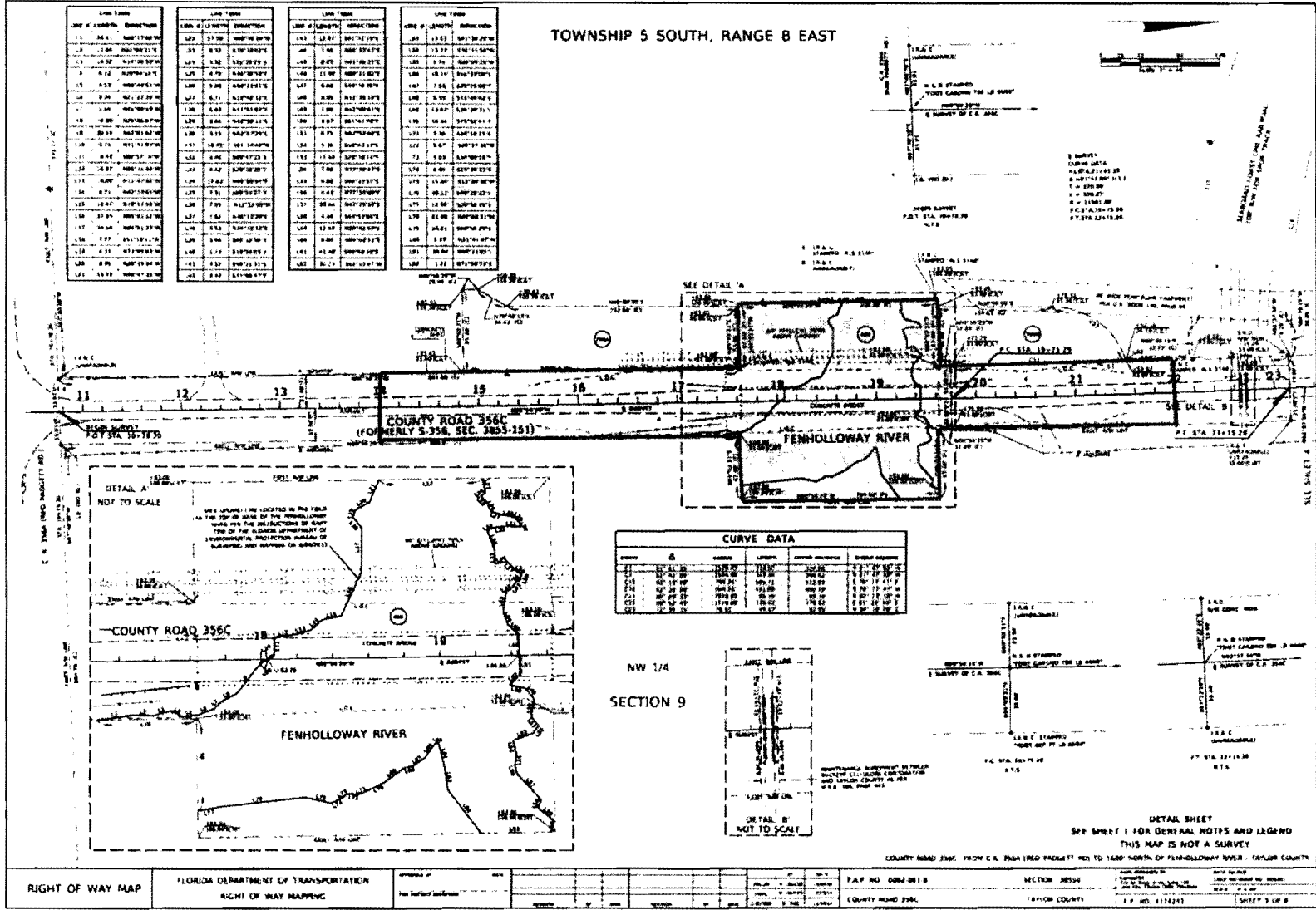
Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____



Financial Project Id. No. 411424-1-52-01
Federal Id. No. (if applicable) 00B2-060-B, 00B2-068-B, 00B2-081-B, 00B2-087-B
Project Description CR 356C/ Fenholloway River Bridge #380064 – Bridge Replacement
Off System Department Construct Agency Maintain

EXHIBIT "B"
(RESOLUTION)

RESOLUTION NO._____

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into a Construction & Maintenance Agreement to replace CR 356C Fenholloway River Bridge #380064, and

WHEREAS, the Construction & Maintenance Agreement will allow FDOT to replace CR 356C Fenholloway River Bridge #380064, and

WHEREAS, the Construction & Maintenance Agreement will have no financial, project oversight or administrative obligations on Taylor County, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute the Construction & Maintenance Agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the CR 356C Fenholloway River Bridge #380064 Replacement Construction & Maintenance Agreement.

PASSED in regular session this _____ day of _____, 2015.

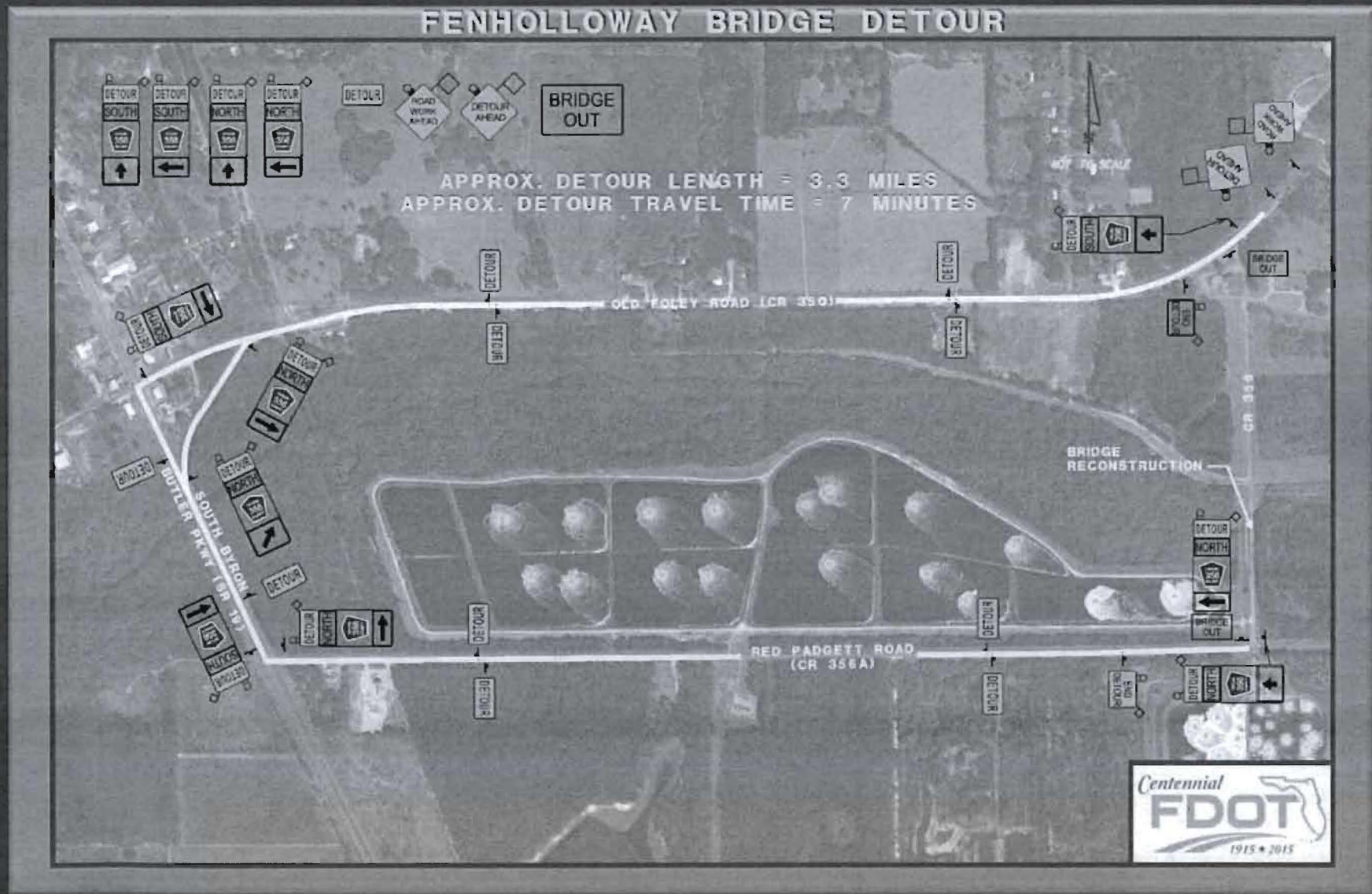
BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
PAT PATTERSON, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk

Alternative Alignments





TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

DUSTIN M. HINKEL, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

August 25, 2015

Florida Department of Transportation, District Two
Attn: Craig A. Teal P.E.
1109 South Marion Avenue, MS 2002
Lake City, FL 32025-5874

RE: CR 356C Fenholloway River Bridge (#380064) Replacement Detour
FINID: 411424-1-52-01
Federal ID: 00B2-060-B, 00B2-068-B, 00B2-081-B & 00B2-087-B

Dear Mr. Teal:

This letter is to inform the Florida Department of Transportation that on Monday, September 7, 2015, the Taylor County Board of County Commissioners voted to approve the proposed CR 356C Fenholloway River Bridge (#380064) Replacement Construction & Maintenance Agreement and associated Detour as depicted on the Attached map.

Please forward any questions or comments concerning this matter to our County Engineer, Kenneth Dudley. Mr. Dudley can be reached at 850.838.3055 ext. 4 or by email at county.engineer@taylorcountygov.com.

Sincerely,

Pat Patterson, Chairperson
Taylor County Board of County Commissioners

cc: Dustin Hinkel, County Administrator
Kenneth Dudley, County Engineer

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve the Notice For Construction, Alteration, And Deactivation OF Airports Federal Aviation Form for the deactivation of Runway 6-24 at Perry-Foley Airport.

MEETING DATE REQUESTED:

September 8, 2015

Statement of Issue: Board to approve the Notice For Construction, Alteration, And Deactivation Of Airports for the deactivation of Runway 6-24 at Perry Foley Airport. This runway has been scheduled for closure since 1995.

Recommended Action: Approval of the Notice.

Budgeted Expense: Not Applicable.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Runway 6-24 has been scheduled for closure since 1995 due to safety issues. This Runway is not eligible for financial assistance from FAA or FDOT Aviation. The County will be striping Runway 6-24 for deactivation per FAA specifications.

Attachments: Notice For Construction, Alteration, And Deactivation Of Airports Form and pictures of Runway 6-24 conditions



NOTICE FOR CONSTRUCTION, ALTERATION AND DEACTIVATION OF AIRPORTS

A. Airport Owner <input checked="" type="checkbox"/> Check if this is also the Property Owner		B. Airport Manager (Complete if different than the Airport Owner)		
1. Name and Address <input type="checkbox"/> Check if this is the Airport's Physical Address Taylor County Board of County Commissioners 201 East Green Street Perry, Florida 32347		1. Name and Address <input checked="" type="checkbox"/> Check if this is the Airport's Physical Address Taylor County Board of Commissioners /Bill Roberts 511 Industrial Park Drive Perry, Florida 32348		
2. Phone (850) 838-3553	3. Email melody.cox@taylorcountygov.com	2. Phone (850) 838-3519	3. Email airport@taylorcountygov.com	
C. Purpose of Notification (Answer all questions that apply)		D. Name, Location, Use and Type of Landing Area		
1. Construct or Establish an:	<input type="checkbox"/> Airport <input type="checkbox"/> Ultralight Flightpark <input type="checkbox"/> Balloonport <input type="checkbox"/> Helipad <input type="checkbox"/> Seaplane Base <input type="checkbox"/> Other	1. Name of Landing Area Runway 6-24	2. Loc ID (for existing) 40J	
2. Construct, Alter or Realign a:	<input type="checkbox"/> Runway <input type="checkbox"/> Helipad(s) <input type="checkbox"/> Other <input type="checkbox"/> Taxiway (Public Use Airports only)	3. Associated City and State Perry, Florida	4. Distance from City 0 (nm)	
3. Change Status From/To:	<input type="checkbox"/> VFR to IFR <input type="checkbox"/> IFR to VFR <input type="checkbox"/> Private Use to Public Use <input type="checkbox"/> Public Use to Other	5. County (Physical Location) Taylor County	6. Direction from City S	
4. Change Traffic Pattern:	<input type="checkbox"/> Direction _____ <input type="checkbox"/> Altitude _____ <input type="checkbox"/> Other (Describe Below)	7. Latitude 30° 4' 9.4390"	8. Longitude 83° 34' 50.0930"	
5. Deactivate:	<input type="checkbox"/> Airport <input checked="" type="checkbox"/> RWY 6-24 <input type="checkbox"/> TWY _____	9. Elevation 45		
6. Description: Due to the runway condition and lack of funding, the County is electing to close Runway 6-24.		10. Current Use:	<input type="checkbox"/> Private <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Use of Public Lands	
		11. Ownership:	<input type="checkbox"/> Private <input checked="" type="checkbox"/> Public <input type="checkbox"/> Military (Branch) _____	
		12. Airport Type:	<input checked="" type="checkbox"/> Airport <input type="checkbox"/> Ultralight Flightpark <input type="checkbox"/> Balloonport <input type="checkbox"/> Helipad <input type="checkbox"/> Seaplane Base <input type="checkbox"/> Other	
E. Landing Area Data (List any Proposed, New or Unregistered Runways, Helipads etc.)				
1. Airport, Seaplane Base or Ultralight Flightpark (use second page if needed)		2. Helipad, Balloonport or other Landing Area (use second page if needed)		
RWY ID	/	Helipad ID	/	
Lat. & Long.	Show on attachment(s)	Lat. & Long.	Show on attachment(s)	
Surface Type		Surface Type		
Length (feet)		TLOF Dimensions		
Width (feet)		FATO Dimensions		
Lighting (if any)		Lighting (if any)		
Right Traffic (Y/N)	/	Ingress/Egress (Degrees)		
Elevation (AMSL)	Show on attachment(s)	Elevation (AMSL)	Show on attachment(s)	
VFR or IFR	/	Elevated Height (AGL)		
F. Operational Data (Indicate if the number provided is Actual or Estimated)				
	1. Number of Based Aircraft		2. Average Number of Monthly Landings	
	Present or Estimated	Estimated in 5 Years	Present or Estimated	Estimated in 5 Years
Single Engine	12	13	6,900	7,250
Multi Engine	3	3	1,750	1,825
Jet				
Helicopter	1	2	625	800
Glider				
Military				
Ultralight				
3. What is the Most Demanding Aircraft that operates or will operate at the Airport? (Provide approach speed, rotor diameter, etc. if known) Gulfstream IV (approach speed = 141 knots).				
4. Are IFR Procedures for the Airport Anticipated? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No if Yes, Within _____ Years				
G. CERTIFICATION: I hereby certify that all of the above statements made by me are true and complete to the best of my knowledge.				
1. Name, title of person filing this notice (type or print) Patricia Patterson, Chairman		2. Signature (In ink): 3. Date 09/08/2015		
		4. Phone (850) 838-3500		
		5. Email dustin.hinkel@taylorcountygov.com		







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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve the Florida Department of Transportation Supplemental Joint Participation Agreement (JPA) #431274-1-94-16, Resolution, and the County Attorney's Statement for the rehabilitation of the concrete apron at Perry Foley Airport.

MEETING DATE REQUESTED:

September 8, 2015

Statement of Issue: Board to review and approve the Supplemental JPA in the amount of \$62,394, Resolution, and County Attorney's Statement. The grant is to be used for the rehabilitation of the concrete apron at Perry Foley Airport.

Recommended Action: Approve the FDOT Supplemental Joint Participation Agreement, Resolution, and County Attorney's Statement.

Fiscal Impact: The JPA is in the amount of \$62,394. The project has a total cost of \$623,940 with FAA providing funding in the amount of \$561,546. The project will be 100% grant funded. THE COUNTY IS NOT PROVIDING A MATCH.

Budgeted Expense: Y/N The project has been included in the County's budget for FY 2015-2016.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County received bids for the project May 19, 2015 and will be awarding the contract to Pettibone Concrete Construction, Inc.

Attachments: FDOT Supplemental Joint Participation Agreement, Resolution, and County Attorney's Statement.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

DUSTIN HINKLE, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Upon motion of Commissioner _____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

WHEREAS, The *Taylor County Board of Commissioners*, and the *State of Florida Department of Transportation (FDOT)* have determined it to be in their mutual interest to facilitate the development of the herein described project at the *Perry Foley Airport*, to wit:

PERRY – FOLEY AIRPORT DESIGN, REHABILITATE THE EXISTING CONCRETE APRON SOUTH OF THE AIRPORT TERMINAL, PERMITTING, TESTING, INSPECTIONS, PROJECT MANAGEMENT, ADMINISTRATION.

Financial Project No: 431274-1-94-16

WHEREAS, the State of Florida Department of Transportation (FDOT), the Federal Aviation Administration (FAA), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$62,394.00; FDOT will be funding a maximum of \$62,394.00 related to eligible project costs, as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI); and;

WHEREAS, both parties now wish to formalize the arrangement in the form of a Joint Participation Agreement (JPA).

NOW THEREFORE, be it resolved, as follows:

1. The **TAYLOR COUNTY BOARD OF COMMISSIONERS** confirms its desire to enter into a Joint Participation Agreement with the *State of Florida Department of Transportation*;
2. *Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI)*;
3. The Chairman, Patricia Patterson, or her authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
4. The Chairman, Patricia Patterson, or her authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Joint Participation Agreement with the State of Florida Department of Transportation

WITNESSETH: Adopted the 8th day of September 2015 in Regular Session by the *Taylor County Board of Commissioners*.

**Board of County Commissioners
Taylor County, Florida**

By: _____
Patricia Patterson, Chairman

Attest: _____
Annie Mae Murphy, Clerk



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk

Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

DUSTIN HINKLE, County Administrator

201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney

Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Project Description: PERRY – FOLEY AIRPORT DESIGN, REHABILITATE THE EXISTING CONCRETE APRON SOUTH OF THE AIRPORT TERMINAL, PERMITTING, TESTING, INSPECTIONS, PROJECT MANAGEMENT, ADMINISTRATION.

Financial Project No: 431274-1-94-16

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Perry, Florida this 8th day of September, 2015

By: _____
Conrad Bishop, County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
OGC - 7/15
Page 1 of 14

Financial Project No.: 431274-1-94-16 (item-segment-phase-sequence)	Fund: DDR Function: 637 Federal No.: DUNS No.: 80-939-7102	FLAIR Approp.: 088719 FLAIR Obj.: 750004 Org. Code: 55022020228 Vendor No.: VF596000879001
Contract No.: CFDA Number:	Agency DUNS No.:	CSFA Number: 55.004
CFDA Title:		CSFA Title: Aviation Grant Program

THIS AGREEMENT, made and entered into this _____ day of _____,

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and Taylor County

511 Industrial Drive Perry, FL 32348

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed

on or before 12/30/2016 and this Agreement will expire unless a time extension is provided

in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under

332.006(6), Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

Perry Foley Airport - Design, rehabilitate the existing concrete apron south of the airport terminal, permitting, testing, inspections, project management, administration.

The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

and as further described in Exhibit(s) A,B,C & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 623,940.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 62,394.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Participant shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audit Authority: The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or programspecific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit _____ to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
- b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

- d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- g. The Department's contact information for requirements under this part is as follows:
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit _____ to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- b. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450

- e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Two Public Transportation Office 2198 Edison Avenue Jacksonville, FL, FL, 32204-2730 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 12/30/2016. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Urban Planning and Modal Administrator. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

24.00 The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

Taylor County

AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

James M. Knight, P.E.

SIGNATURE

DEPARTMENT OF TRANSPORTATION

Urban Planning and Modal Administrator

TITLE

TITLE

EXHIBIT "A"

PROJECTS DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Taylor County
511 Industrial Drive Perry, FL 32348
referenced by the above Financial Project Number.

PROJECT LOCATION:

Perry-Foley Airport

PROJECT DESCRIPTION:

Perry Foley Airport - Design, rehabilitate the existing concrete apron south of the airport terminal, permitting, testing, inspections, project management, administration.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Scope of Services

Design Phase

1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

- a. **Percentage Completed.** For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
- b. **Completed Tasks.** For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed,

EXHIBIT "A"
PROJECTS DESCRIPTION AND RESPONSIBILITIES

and the dollar value for each task completed.

2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

Construction Phase

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

a. **Percentage Completed.** For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.

b. **Completed Tasks.** For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.

6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- No invoice activity for 6 month or
- No contract activity for 18 months

Financial Project No. 431274-1-94-16

Contract No. _____

Agreement Date _____

EXHIBIT "B" PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and Taylor County

511 Industrial Drive Perry, FL 32348

referenced by the above Financial Project Number.

I.	PROJECT COST:					\$623,940.00
	TOTAL PROJECT COST:					\$623,940.00
II.	PARTICIPATION:					
	Maximum Federal Participation FAA	(90 %)	or	\$	561,546.00	
	Agency Participation					
	In-Kind	(0 %)	or	\$	0.00	
	Cash	(%)	or	\$		
	Other	(%)	or	\$		
	Maximum Department Participation.					
	Primary DDR	(10 %)	or	\$	62,394.00	
	Federal Reimbursable	(%)	or	\$		
	Local Reimbursable	(%)	or	\$		
	TOTAL PROJECT COST:					\$623,940.00

The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

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Financial Project No. 431274-1-94-16

Contract No. _____

Agreement Date _____

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,
Department of Transportation and Taylor County
511 Industrial Drive Perry, FL 32348

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and Responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.
10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens

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- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps to Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification: The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

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c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification: The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. Legal Authority: The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. Financial Authority: The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

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b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. Good Title

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers

a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

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6. Consistency with Local Government Plans

- a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.
- c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan

- a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.
- b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:
 - (1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - (3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.
- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. Airport Financial Plan

- a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.
 - (1) The financial plan shall be a part of the Airport Master Plan.
 - (2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - (3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.
- b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or

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10. Fee and Rental Structure

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - (1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - (2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - (1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - (2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - (3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

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15. Federal Funding Eligibility

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. Project Implementation

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

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21. Planning Projects

For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.
 - (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
 - (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - (1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - (2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - (3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
- f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. Land Acquisition Projects

For the purchase of real property, the Agency assures that it will:

- a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.
- b. **Administration:** Maintain direct control of project administration, including:
 - (1) Maintain responsibility for all related contract letting and administrative procedures.
 - (2) Secure written Department approval to execute each agreement for the purchase of real property with any third

EXHIBIT "C"
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- (3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
- (4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
- (5) Establish a project account for the purchase of the land.
- (6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

- (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
- (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
- (3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
- (4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

- (1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
- (2) Complete an Airport Master Plan within two years of land purchase.
- (3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For the disposal of real property the Agency assures that it will comply with the following:

- (1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.
- (2) Land shall be considered to be needed for airport purposes under this assurance if:
 - (a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.
 - (b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- (3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

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(4) Revenues from the sale of such land must be accounted for as outlined in Section D.2., and expended as outlined in Section D.9.

(5) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. Construction Projects: The Agency assures that it will:

a. Project Certifications: Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. Design Development: For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval: The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

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(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

EXHIBIT "D"

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

(e.g., What services or purposes the resources must be used for)
 (e.g., Eligibility requirements for recipients of the resources)
 (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$
<u>Compliance Requirements</u>		

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55.004	\$62,394.00
<u>Compliance Requirements</u>		

Activities Allowed:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

EXHIBIT "D"

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
- Safety equipment (including AARF fire fighting equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(FDOT Aviation Grant program Handbook)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(FDOT Aviation Grant Program Handbook)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Allowable Cost: See part three of compliance supplement

Cash Management: See part three of compliance supplement

Matching Requirements are as follows:

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

EXHIBIT "D"

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$

Compliance Requirements

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the Florida Department of Transportation Supplemental Joint Participation Agreement (JPA) #436705-1-94-16, Resolution, and the County Attorney's Statement for the design and replacement of airfield lighting and signage at Perry Foley Airport.

MEETING DATE REQUESTED:

September 8, 2015

Statement of Issue: Board to review and approve the Supplemental JPA in the amount of \$111,963, Resolution, and County Attorney's Statement. The grant is to be used for the design and replacement of airfield lighting and signage on Runways 18-36 and 12-30 at Perry Foley Airport.

Recommended Action: Approve the FDOT Supplemental Joint Participation Agreement, Resolution, and County Attorney's Statement.

Fiscal Impact: The JPA is in the amount of \$111,963. The project will be 100% grant funded.
THE COUNTY IS NOT PROVIDING A MATCH.

Budgeted Expense: Y/N This budget will be added via an amendment at the first Board meeting in October.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This project will be completed in a three phases over the next four years as the total project has a projected cost of \$600,000. We are working with FAA and FDOT to obtain funding for the additional phases. Currently a large portion of the wiring which will be replaced dates back to the 1940's.

Attachments: FDOT Supplemental Joint Participation Agreement , Resolution, and County Attorney's Statement.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

DUSTIN HINKLE, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Upon motion of Commissioner _____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

WHEREAS, The *Taylor County Board of Commissioners*, and the *State of Florida Department of Transportation (FDOT)* have determined it to be in their mutual interest to facilitate the development of the herein described project at the ***Perry Foley Airport***, to wit:

PERRY – FOLEY AIRPORT DESIGN AND REPLACE AIRFIELD LIGHTING AND SIGNAGE ON RUNWAYS 18 – 36 AND 12 – 30 WITH NEW CABLE IN CONDUIT INCLUDING PERMITTING, TESTING, INSPECTIONS, PROJECT MANAGEMENT, ADMINISTRATION.
Financial Project No: 436705-1-94-16

WHEREAS, the State of Florida Department of Transportation (FDOT), the Federal Aviation Administration (FAA), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$111,963.00; FDOT will be funding a maximum of \$111,963.00 related to eligible project costs, as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI); and;

WHEREAS, both parties now wish to formalize the arrangement in the form of a Joint Participation Agreement (JPA).

NOW THEREFORE, be it resolved, as follows:

1. The **TAYLOR COUNTY BOARD OF COMMISSIONERS** confirms its desire to enter into a Joint Participation Agreement with the **State of Florida Department of Transportation**;
2. *Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI)*;
3. The Chairman, Patricia Patterson, or her authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
4. The Chairman, Patricia Patterson, or her authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Joint Participation Agreement with the State of Florida Department of Transportation

WITNESSETH: Adopted the 8th day of September 2015 in Regular Session by the ***Taylor County Board of Commissioners***.

Board of County Commissioners
Taylor County, Florida

By: _____
Patricia Patterson, Chairman

Attest: _____
Annie Mae Murphy, Clerk



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

DUSTIN HINKLE, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Project Description: PERRY – FOLEY AIRPORT DESIGN AND REPLACE AIRFIELD LIGHTING AND SIGNAGE ON RUNWAYS 18 – 36 AND 12 – 30 WITH CABLE IN CONDUIT, INCLUDING PERMITTING, TESTING, INSPECTIONS, PROJECT MANAGEMENT AND ADMINISTRATION.
Financial Project No: 436705-1-94-16

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Perry, Florida this 8th day of September, 2015

By: _____
Conrad Bishop, County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

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Financial Project No.: <u>436705-1-94-16</u> (item-segment-phase-sequence)	Fund: <u>DPTO</u> Function: <u>637</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u> Agency DUNS No.: _____	FLAIR Approp.: <u>088719</u> FLAIR Obj.: <u>750004</u> Org. Code: <u>55022020228</u> Vendor No.: <u>VF596000879001</u> CSFA Number: <u>55.004</u> CSFA Title: <u>Aviation Grant Program</u>
Contract No.: _____ CFDA Number: _____ CFDA Title: _____		

THIS AGREEMENT, made and entered into this _____ day of _____,

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and Taylor County

511 Industrial Drive Perry, FL 32348

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed

on or before 12/31/2020 and this Agreement will expire unless a time extension is provided

in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under

332.006(6), Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

Perry Foley Airport - Design and replace airfield lighting and signage on Runways 18-36 and 12-30 with new cable in conduit, including permitting, testing, inspections, project management and administration.

The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

and as further described in Exhibit(s) A,B,C & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 111,963.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 111,963.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Participant shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audit Authority: The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program specific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit _____ to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
- b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

- d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- g. The Department's contact information for requirements under this part is as follows:
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit _____ to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- b. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450

- e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Two Public Transportation Office 2198 Edison Avenue Jacksonville, FL, FL, 32204-2730 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 12/31/2020. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Urban Planning and Modal Administrator. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

24.00 The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

Taylor County

AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

James M. Knight, P.E.

SIGNATURE

DEPARTMENT OF TRANSPORTATION

Urban Planning and Modal Administrator

TITLE

TITLE

EXHIBIT "A"

PROJECTS DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Taylor County
511 Industrial Drive Perry, FL 32348
referenced by the above Financial Project Number.

PROJECT LOCATION:

Perry-Foley Airport

PROJECT DESCRIPTION:

Perry Foley Airport - Design and replace airfield lighting and signage on Runways 18-36 and 12-30 with new cable in conduit, including permitting, testing, inspections, project management and administration.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Scope of Services

Design Phase

1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

- a. **Percentage Completed.** For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
- b. **Completed Tasks.** For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed,

EXHIBIT "A"

PROJECTS DESCRIPTION AND RESPONSIBILITIES

and the dollar value for each task completed.

2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

Construction Phase

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

a. **Percentage Completed.** For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.

b. **Completed Tasks.** For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.

6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- No invoice activity for 6 month or
- No contract activity for 18 months

Financial Project No. 436705-1-94-16

Contract No. _____

Agreement Date _____

EXHIBIT "B" PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and Taylor County

511 Industrial Drive Perry, FL 32348

referenced by the above Financial Project Number.

I.	PROJECT COST:								\$ 111,963.00
	TOTAL PROJECT COST:								\$ 111,963.00
II.	PARTICIPATION:								
	Maximum Federal Participation								
	FAA	(	0	%)	or	\$	0.00		
	Agency Participation								
	In-Kind	(	0	%)	or	\$	0.00		
	Cash	(		%)	or	\$			
	Other	(		%)	or	\$			
	Maximum Department Participation,								
	Primary								
	DPTO	(	100	%)	or	\$	111,963.00		
	Federal Reimbursable	(		%)	or	\$			
	Local Reimbursable	(		%)	or	\$			
	TOTAL PROJECT COST:								\$ 111,963.00

The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

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Financial Project No. 436705-1-94-16

Contract No. _____

Agreement Date _____

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,
Department of Transportation and Taylor County
511 Industrial Drive Perry, FL 32348

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and Responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.
10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens

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- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps to Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification: The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

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c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification: The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. Legal Authority: The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. Financial Authority: The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

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b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. Good Title

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers

a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

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6. Consistency with Local Government Plans

- a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.
- c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan

- a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.
- b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:
 - (1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - (3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.
- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. Airport Financial Plan

- a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.
 - (1) The financial plan shall be a part of the Airport Master Plan.
 - (2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - (3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.
- b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or

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10. Fee and Rental Structure

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - (1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - (2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - (1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - (2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - (3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

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15. Federal Funding Eligibility

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. Project Implementation

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

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21. Planning Projects

For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.
 - (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
 - (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - (1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - (2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - (3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
- f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. Land Acquisition Projects

For the purchase of real property, the Agency assures that it will:

- a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.
- b. **Administration:** Maintain direct control of project administration, including:
 - (1) Maintain responsibility for all related contract letting and administrative procedures.
 - (2) Secure written Department approval to execute each agreement for the purchase of real property with any third

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

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- (3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
- (4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
- (5) Establish a project account for the purchase of the land.
- (6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

- (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
- (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
- (3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
- (4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

- (1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
- (2) Complete an Airport Master Plan within two years of land purchase.
- (3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For the disposal of real property the Agency assures that it will comply with the following:

- (1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.
- (2) Land shall be considered to be needed for airport purposes under this assurance if:
 - (a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.
 - (b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- (3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

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(4) Revenues from the sale of such land must be accounted for as outlined in Section D.2., and expended as outlined in Section D.9.

(5) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

EXHIBIT "C"
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(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

EXHIBIT "D"

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

(e.g., What services or purposes the resources must be used for)
 (e.g., Eligibility requirements for recipients of the resources)
 (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$
<u>Compliance Requirements</u>		

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55.004	\$111,963.00
<u>Compliance Requirements</u>		

Activities Allowed:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

EXHIBIT "D"

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
- Safety equipment (including AARF fire fighting equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(FDOT Aviation Grant program Handbook)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(FDOT Aviation Grant Program Handbook)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Allowable Cost: See part three of compliance supplement

Cash Management: See part three of compliance supplement

Matching Requirements are as follows:

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

EXHIBIT "D"

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$

Compliance Requirements

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO APPOINT A MEMBER TO THE BIG BEND WATER AUTHORITY.



MEETING DATE REQUESTED:

SEPTEMBER 8, 2015

Statement of Issue: THE TERM OF CHARLES NORWOOD IS EXPIRING. HE AND SIX OTHERS HAVE APPLIED FOR THE POSITION FOR A TOTAL OF SEVEN APPLICANTS. ONE OF THE SEVEN APPLICATIONS WAS RECEIVED AFTER THE DEADLINE.

Recommended Action: MAKE AN APPOINTMENT TO THE BBWA

Fiscal Impact: NA

Budgeted Expense:

Submitted By: MARK REBLIN, 352-356-1342

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: SEVEN APPLICATIONS: PAT BATCHELDER; JOHN BERG; M. NEIL AIKENHEAD; EDWARD CULLARO; CHARLES A. NORWOOD, JR.; SARA R. MOTES; GARRETT G. ALBERTS (RECEIVED AFTER DEADLINE).
TWO DISPLAY ADS FROM THE LOCAL NEWSPAPER.

REC'D AUG 03

BIG BEND WATER AUTHORITY BOARD OF DIRECTORS APPLICATION

NAME: Pat Batchelder
MAILING ADDRESS: P.O. Box 552
CITY: Steinhatchee STATE: FLORIDA ZIP: 32359
HOME PHONE: 352 498 9490
WORK PHONE: —
EMAIL: steinhatchee10@bellsouth.net
EMPLOYER: retired from S.R.W.M.D
JOB TITLE: —

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 13

REGISTERED VOTER IN TAYLOR COUNTY: YES: ☒ NO: ☐

HOMESTEAD PROPERTY IN BBWA SERVICE AREA YES: ☒ NO: ☐

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

I worked for the Suwannee River Water Management District for 30 yrs. During that time I developed a strong respect for the need to protect our fragile rivers, lakes and springs. Without preventive measures the natural gift we have here in W. Florida will be destroyed, it is hard enough for a small community like Steinhatchee to maintain the standards set by the state of Florida. As a concerned resident of Steinhatchee I would like to serve on the Big Bend Water Board.

PSF

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

Aug 2, 2015

DATE

Pat Batchelder

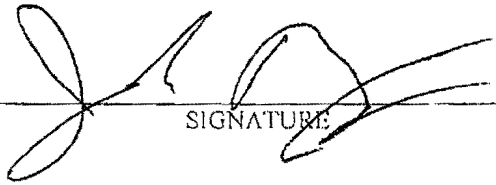
SIGNATURE

NAME: John Berg
MAILING ADDRESS: 204 NE 4th Av
CITY: Steinkton STATE: FLORIDA ZIP: 32359
HOME PHONE: 498-6644
WORK PHONE: —
EMAIL: john1720@bellsouth.net
EMPLOYER: Retired
JOB TITLE:

Like to get involved in our ~~Community~~

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

8/7/15
DATE


SIGNATURE

**BIG BEND WATER AUTHORITY
BOARD OF DIRECTORS APPLICATION**

NAME: M. NEIL AIKEN HEAD

MAILING ADDRESS: 303 2ND ST NE

CITY: STEINHATCHEE STATE: FLORIDA ZIP: 32359

HOME PHONE: 904/571-2381 (mobile)

WORK PHONE: SAME

EMAIL: AIK@CONSULTAIK.COM

EMPLOYER: RETIRED.

JOB TITLE: PRESIDENT, AIKENHEAD CONSULTING, INC

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 2

REGISTERED VOTER IN TAYLOR COUNTY: YES: X NO:

HOMESTEAD PROPERTY IN BBWA SERVICE AREA YES: X NO:

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

45 YEARS EXPERIENCE AS WATER RESOURCES ENGINEER
FLA REGISTERED PROFESSIONAL ENGINEER, PE #14066
HAVE FOLLOWED BBWA IMPROVEMENTS SINCE 2002
PURCHASED 1ST PROPERTY IN STEINHATCHEE LANDING IN 2002
PURCHASED 7 MORE PROPERTIES IN STEINHATCHEE & VENA IN 2003
PURCHASED HOMESTEAD RESIDENCE IN STEINHATCHEE IN 2013
DESIGNED WATER & SEWAGE TREATMENT SYSTEMS DURING
CAREER AS WATER RESOURCE ENGINEER, FAMILIAR W/
BOTH DESIGN & OPERATIONAL ISSUES.
INTERESTED IN ASSISTING BBWA TO CONTINUE THEIR
HISTORY OF IMPROVING

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

8/18/15
DATE

[Signature]
SIGNATURE

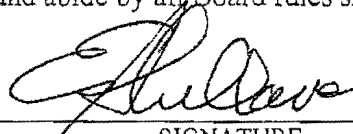
NAME: Edward Cullaro
MAILING ADDRESS: 815 2nd Av NE
CITY: Steinhatchee STATE: FLORIDA ZIP: 32359
HOME PHONE: 813-263-9806
WORK PHONE: —
EMAIL: Cullaroj@gmail.com
EMPLOYER: Retired
JOB TITLE: —

HOMESTEAD PROPERTY IN BBWA SERVICE AREA YES: ☒ NO: ☐

I have a Keen interest in bettering our quality of life in Steinhutchee and Taylor Co. I also have the time to learn and understand the policies, procedures and operations of BBW in order to make the best informed decisions.

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

7/30/15
DATE


SIGNATURE

BIG BEND WATER AUTHORITY BOARD OF DIRECTORS APPLICATION

NAME: CHARLES A. HOWARD JR.

MAILING ADDRESS: 322 Riverside dr.

CITY: Steinhatchee STATE: FLORIDA ZIP: 32359

HOME PHONE: 352 356 7129

WORK PHONE: 352 498 3008

EMAIL: charlie@seahag.com

EMPLOYER: Sea Hag Marina Inc.

JOB TITLE: President

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 17

REGISTERED VOTER IN TAYLOR COUNTY: YES: ☒ NO: ☐

HOMESTEAD PROPERTY IN BBWA SERVICE AREA: YES: ☒ NO: ☐

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

- BBWA Board member 4 years (Vice Chairman)
- Taylor County Business owner 17 years
- Employee of 44 Taylor & Dixie County People @ SeaHag Marina Inc.
- Taylor & Dixie County Property Owner.
- Customer of BBWA.
- I have a great concern for Quality water & sewer to be available to all Steinhatchee & Jewa People.

Thank you
Charlie

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

July 30, 2015
DATE


SIGNATURE

**BIG BEND WATER AUTHORITY
BOARD OF DIRECTORS APPLICATION**

NAME: Sara R Motes (Becky)

MAILING ADDRESS: PO Box 911

CITY: Steinhatchee STATE: FLORIDA ZIP: 32359

HOME PHONE: (352) 498-7739

WORK PHONE: _____

EMAIL: SRM380@ATT.net

EMPLOYER: Retired

JOB TITLE: _____

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 1

REGISTERED VOTER IN TAYLOR COUNTY: YES: ☒ NO: ☐

HOMESTEAD PROPERTY IN BBWA SERVICE AREA: YES: ☒ NO: ☐

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

I have an interest in helping my community in anyway
I can. The only direct knowledge I have is that I was
office manager for City of Naples Public Works Dept in
the early 80's. I was responsible for record keeping and
reports for both the water and sewer departments. I
retired from Collier County Sheriff Dept, Naples, FL in
2004 after 25 years of service to my community.

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

Aug 21, 2015
DATE

Sara R Moten
SIGNATURE

Received After the
Deadline

BIG BEND WATER AUTHORITY
BOARD OF DIRECTORS APPLICATION

NAME: GARRETT G. ALBERTS

MAILING ADDRESS: P.O. BOX 171

CITY: STEINHATCHEE STATE: FLORIDA ZIP: 32359

HOME PHONE: 850 672 0070

WORK PHONE: SAME

EMAIL: CAPT GARY ALBERTS @ GMAIL.COM

EMPLOYER: SELF EMPLOYED COMM. FISHERMAN

JOB TITLE: CAPT F/V LADY KAREN

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 15

REGISTERED VOTER IN TAYLOR COUNTY: YES: X NO:

HOMESTEAD PROPERTY IN BBWA SERVICE AREA YES: X NO:

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

SEMI-RETIRED STEINHATCHEE RESIDENT INTERESTED
IN COMMUNITY SERVICE. UNIVERSITY TRAINING IN
ECOSYSTEM ECOLOGY w/ MINORS IN ORGANIC CHEMISTRY
AND PHYSICS. I OPERATED A REMOTE VILLAGE
WATER, SEWER AND ELECTRICAL SYSTEM FOR 100
PEOPLE IN THE NORTH WOODS OF NORTHERN
MINNESOTA FOR 12 YEARS. I AM CURRENTLY
ACTIVE IN GDM FISHERIES MANAGEMENT AT THE
STATE AND FEDERAL LEVEL. I HAVE SUCCESSFULLY
OPERATED MY OWN COMMERCIAL FISHING
BUSINESS FOR 50 YEARS IN THREE OCEANS.
I FEEL MY PROBLEM SOLVING ABILITIES COULD BE
OF USE TO MY COMMUNITY.

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

8-23-15

DATE

↑
Deadline
was AUG 21

Garrett G. Albert

SIGNATURE

1313 2nd Ave. NE.
Steinhatchee, Fl. 32359

President: Ocean Fresh Seafood
Fl. Corp. since 1994

Capt/owner:

F/V Lady Karen
Do No. 560441

Dean Juanita Scott distinguished herself by receiving the Southeast Regional Dean of the Year Award in December 2014 from the National Sunday School Publishing

Dean Barbara Tillman, who was honored posthumously, served as Dean of the Christian Education School at the New Brooklyn M.B. Church, under the

knowledge of God's word with enthusiasm. Other guests attending were: Sis. Betty Staten and Sis. Doris Scott of St. Petersburg, Bro. Jerry Scott, Sis. Jacquelyn Hopkins, Sis. Norma H.

Williams. (CLS supervisor) and family of Nashville, Tenn.

The school was named The Barbara S. Tillman and Juanita D. Scott Christian Leadership School of The

Dear Heavenly Father,

Thank you for every moment of life that you grant to us. Your love, grace and mercy is so powerful that it keeps us throughout

Let our prayers be comforting to all those in need. Help us to align our lives to your will so that we might serve you as you would have us serve.

-Amen

LEGALS



ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact 352.463.3169 (Voice & TDD) or via Florida Relay Service 800.955.8771.

IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT, IN AND FOR TAYLOR COUNTY, FLORIDA

LEGALS



CASE NO.: 15-033-CA
21ST MORTGAGE CORPORATION, Plaintiff,
vs.
ERIC FULFORD A/K/A ERIC DANIEL FULFORD, MICHELLE FULFORD A/K/A MICHELLE LYNN FULFORD, UNKNOWN TENANT IN POSSESSION 1, UNKNOWN TENANT IN POSSESSION 2, Defendants.

CLERK'S NOTICE OF SALE
NOTICE IS GIVEN that, in accordance with the Plaintiffs' Final Judgment of Foreclosure entered on June 9, 2015 in the

LEGALS



above-styled cause, I will sell to the highest and best bidder for cash on August 25, 2015 at 11:00 a.m., at the front steps of the Taylor County Courthouse, 105 KMEFFERSON ST, PERRY, FL 32347.

THE FOLLOWING DESCRIBED PROPERTY LOCATED LYING AND BEING IN TAYLOR COUNTY FLORIDA; COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27 TOWNSHIP 4 SOUTH RANGE 7 EAST THENCE RUN SOUTH 1110.00

LEGALS



FEET; THENCE RUN NORTH 89 DEGREES 19 MINUTES 08 SECONDS WEST, A DISTANCE OF 231.10 FEET FOR THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, RUN SOUTH 02 DEGREES 56 MINUTES 28 SECOND WEST, A DISTANCE OF 206.32 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SOUTH GEORGIA RAILWAY COMPANY RIGHT OF WAY LINE; THENCE RUN SOUTH 68 DEGREES 38 MINUTES 42 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 184.85 FEET TO THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 134 PAGE 764 PUBLIC RECORDS OF TAYLOR COUNTY, FLORIDA; THENCE RUN NORTH 00 DEGREES 40 MINUTES 48 SECONDS EAST ALONG THE WEST LINE OF SAID PROPERTY A DISTANCE OF 268.00 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE RUN SOUTH 89 DEGREES 19 MINUTES 17 SECONDS EAST, ALONG SAID NORTH LINE A DISTANCE OF 160.95 FEET TO THE POINT OF BEGINNING SUBJECT TO AND TOGETHER WITH EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST

LEGALS



CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 7 EAST, THENCE RUN SOUTH 1130 FEET FOR A POINT OF BEGINNING; THENCE FROM SAID FOB RUN WEST 395 FEET; THENCE RUN NORTH 20 FEET; THENCE RUN EAST 395 FEET; THENCE RUN SOUTH 20 FEET BACK TO THE POINT OF BEGINNING. LESS AND EXCEPT ROAD RIGHT OF WAY TOGETHER WITH THAT CERTAIN MANUFACTURED HOME 2002 HOMES OF MERIT FOREST MANOR MODEL 76X28, WITH A SERIAL NUMBER OF FLHML3F1670-25300AB. Property Address: 2560 BOWDEN AVENUE, PERRY, FL 32348. ANY PERSON CLAIMING AN INTEREST IN THE SURPLUS FROM THE SALE, IF ANY, OTHER THAN THE PROPERTY OWNER AS OF THE DATE OF THE LIS PENDENS MUST FILE A CLAIM WITHIN 60 DAYS AFTER THE SALE. Dated: July 14, 2015 ANNIE MAE MURPHY, CLERK TAYLOR COUNTY CIRCUIT COURT By: Marti Lee, DC Deputy Clerk AMERICANS WITH DISABILITIES ACT. If you are a person with a disability who needs any

LEGALS



accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Persons with a disability who need any accommodation to participate should call the ADA Coordinator, Jacquetta Bradley, P.O. Box 1569, Lake City, FL 32056, 386-719-7428, within two (2) working days of your receipt of this notice. If you are hearing impaired call (800) 955-8771; if you are voice impaired call (800) 955-8770.

CERTIFICATE OF SERVICE
I hereby certify that a true and correct copy of the foregoing was furnished by United States Mail and/or Email to: Sonya K. Daws, Esquire Gumbalos, Prieto, Wood & Boyer, P.A. 255 South Orange Avenue, Suite 900 Orlando, Florida 32801 Attorney for Plaintiff ERIC FULFORD A/K/A ERIC DANIEL FULFORD 1080 SW GRANDVIEW ST #101 LAKE CITY, FL 32025 MICHELLE FULFORD A/K/A MICHELLE LYNN FULFORD 1080 SW GRANDVIEW ST #101 LAKE CITY, FL 32025, on this 14 day of July, 2015 Marti Lee, DC Deputy Clerk

BIG BEND WATER AUTHORITY

Is accepting applications for a board member (non-paying position) in the Steinhatchee, (Taylor County) area. Applications can be obtained at BBWA Office. Anyone interested please call Mark Reblin, BBWA General Manager, at 352-498-3576. All applications must be received no later than August 21, 2015, at the close of the business day (4:00 p.m.).

Auctions

PUBLIC AUCTION

Thurs, July 23 at 10am

Job Ready in 3wks! 1-800-709-7364

Financial Services

Program, CDL-A Req - (877) 2 5 8 - 8 7 8 2
www.drive4milton.com
Experienced OTR Flatbed

cares: Call The Addiction Hope & Help Line for a free assessment. 855-995-3142

Call Aviation Institute of Maintenance 866-314-5838

SAWMILLS from only

FAST FREE PICKUP - 24 HR RESPONSE - TAX DEDUCTION - 855-398-4992

Classifieds

men, women and kids: Household items, toys, furniture. Something for everyone.
7/31

MISCELLANEOUS



Eight-piece, king size bedroom set. Includes mattress and box springs. All wood. Please call 850-838-2445.
7/29-7/31

EXL8000 B&S Generac Generator w/13,500 cranking watts. 110 & 220 volt receptables. Unit is 2 yrs old and like new w/approx 45 min's on the hour meter. Electric and pull start. Cost new \$1195.00. Sale for \$650.00. Contact Ken Hutchins at 578-2500.
KH, tm

AKC Registered Black Lab puppies, hunting breed for sale. Have had all shots, \$350 per puppy. Call Nate Lindsey at 850-838-4818 or 850-584-5193.
7/24-8/29

Free kittens. Call 850-584-5725.
7/31

FOR RENT



Property for rent. 408 N. Calhoun Street, Perry, FL, 32347. One bedroom, one bath house in great area. \$595 per month, \$595 security deposit and \$35 application fee with one-year lease. Call now, 305-970-1653.
LS

\$645-\$695 (required \$45 deposit), \$225 weekly or \$45 and up daily (tax included). 317 N. Byron Butler Pkwy. (305) 970-1653.
LS

Beautiful Spanish Style home with South Florida open floorplan in Glenridge. 3bed/3bath, new appliances, remodeled baths, new roof. \$1200/mo. Great for entertaining! (850) 545-6642.
7/1-TFN.
MD

For rent.

Two bedroom, one bath home with backyard. \$625 per month, \$625 deposit, \$35 application fee. Located at 207 S. Hinley Street, Perry FL call 305-970-1653 or 788-426-1489.
LS

not limited to):

The assembler will assemble various components to form subassemblies and/or complete units in accordance with established procedures.

The successful candidate will possess (not limited to): high school diploma or GED; good organizational skills; ability to be attentive to accuracy and detail demonstrated dedication to Safety Procedures; ability to follow projects through to completion ability to read and follow instructions carefully; must be able to work in team environment and must have predictable onsite attendance.

All applicants are subject to pre employment drug screening and background check by BATE. A qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability or their protected veteran status. To apply please visit www.EmployFlorida.com or www.ChemringOrdnance.com.
CO, 7/31-8/07

North Florida Community College
Madison FL: Academic Success Tutor Lab manager. See www.nfcc.edu for details.
7/31-8/7,
NFCC

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SUMMER
YARD
Sale

MARSHALL
HEALTH AND REHABILITATION CENTER

Join us for our summer yard sale. Our Admissions Department will happily accept donations of items to sell and cash contributions. All proceeds will be donated to the American Legion to help our local veterans.

DATE
Saturday
August 1st

TIME
7 a.m.

LOCATION
Marshall Health and
Rehabilitation Center
207 Marshall Drive,
Perry, FL 32347

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF A RENEWAL CONTRACT FOR CATASTROPHIC INMATE MEDICAL INSURANCE FROM HUNT INSURANCE GROUP, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

SEPTEMBER 8, 2015

Statement of Issue: THIS IS A ONE YEAR CONTRACT RENEWAL. THE CURRENT YEAR'S PAY RATE IS \$18.88 PER MONTH PER INMATE (OPTION 1). THIS RENEWAL CONTRACT REFLECTS A RATE REDUCTION.

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR, 838-3500

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

CATASTROPHIC INMATE MEDICAL INSURANCE QUOTE

Name of Insured: Taylor County Jail & BOCC
Date of Quote: 08/14/2015
Insurance Carrier: United HealthCare-OptumHealth
Inmate Count: 97 Inmates

Hunt Insurance Group LLC
3606 Maclay Boulevard S, Ste 204
Tallahassee, FL 32312
(850) 385-3636 • (850) 385-2124

COVERAGE BENEFITS:

- Off-Site Inpatient Hospital Services and Outpatient Surgical and attending Physician Services. The maximum eligible expenses shall be limited to the lesser of the amount paid, or up to an "Average Daily Maximum" (ADM) per admission of **\$20,000 ADM** for days 1-3 and **\$12,000** each day thereafter.

<u>COVERAGE & PREMIUM BASIS:</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Limit of Coverage per Inmate:	\$250,000	\$250,000	\$250,000
Specific Deductible per Inmate:	\$30,000	\$35,000	\$40,000
Current Inmate Population:	97	97	97
Rate per Inmate, per Month:	\$18.80	\$16.54	\$14.55
Total Estimated Annual Premium:	\$21,883.20	\$19,252.56	\$16,936.20

EXCLUSIONS OR LIMITATIONS: (For a complete list refer to policy)

- All charges for which government authorities are not legally obligated to pay
- All charges in connection with the rehab portion of a substance abuse claim
- All charges in connection with the rehab portion of a mental/nervous claim
- All charges which are incurred after the release from custody
- All charges in connection with security or guarding an inmate
- All charges paid outside the terms of the Plan Document

ASSUMPTIONS AND CONDITIONS:

- This quote is an estimate based on data provided & subject to a completed application
- This quotation contains general information & is not a contract or binder of insurance
- Eligible claims are those occurring in 12 months and paid in 18 months
- The Company reserves the right to audit the inmate count
- This proposal directly reflects administration over ride of 5% and Commission of 17%.
- AIDS/HIV and Pregnancy claims included
- No pre-existing conditions exclusions
- Large claim updates may be required
- Prior to Booking claims covered
- Quotes are valid for 30 days.

Florida

28

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO ACKNOWLEDGE THE REQUIRED STATEMENT ON WORKSQUAD CONTRACTS W1014 AND W1002 APPROVED BY THE BOARD ON AUGUST 18, 2015, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

SEPTEMBER 8, 2015

Statement of Issue:

ON AUGUST 18, 2015, THE BOARD APPROVED TWO WORKSQUAD CONTRACTS FOR INMATE LABOR. BETWEEN THE TIME THE CONTRACTS WERE RECEIVED FROM THE DEPARTMENT OF CORRECTIONS AND THE DATE THEY WERE APPROVED BY THE BOARD, THE FLORIDA LEGISLATURE PASSED A LAW REQUIRING A CERTAIN STATEMENT BE INCLUDED IN ALL STATE CONTRACTS. THAT LANGUAGE IS NOT WRITTEN ON THE WORKSQUAD CONTRACTS AND SHOULD BE ACKNOWLEDGED AS ACCEPTABLE BY THE BOARD AS IF IT HAD BEEN WRITTEN ON THE CONTRACTS.

Recommended Action: APPROVE THE ADDITIONAL LANGUAGE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: COUNTY ADMINISTRATOR, 838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:**Options:**

Attachments: EMAIL CORRESPONDENCE



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

DUSTIN M. HINKEL, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

September 1, 2015

John Dupree
Florida Department of Corrections
Bureau of Contract Management & Monitoring
501 S Calhoun Street
Tallahassee, FL 32399

Dear Mr. Dupree:

It has come to the attention of the Taylor County Board of County Commissioners that two recently signed contracts between Taylor County and the Department of Corrections did not contain the required language outlined below:

VII. CONDITIONS

I. Cooperation with Inspector General

In accordance with Section 20.055(5), Florida Statutes, the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

This letter acknowledges that the Taylor County Board of County Commissioners approves of this additional language and would have approved and signed the two work squad contracts (W1014 and W1002) with the language without hesitation.

Sincerely,

Pat Patterson, Chair
Board of County Commissioners
Taylor County, Florida

Margaret Dunn

From: Dupree, John (CO) <dupree.john2@mail.dc.state.fl.us>
Sent: Tuesday, September 1, 2015 3:38 PM
To: Dustin Hinkel; Pat Patterson
Cc: Margaret Dunn; Board Item (52281_50976.tl431737@tasks.teamwork.com)
Subject: RE: Department of Corrections contract W1002 and W1014 Taylor County BOCC

Thanks for the update. In looking at the returned contract(s) I see contract W1002 was sent in at the same time. Please include this contract also in the approval process for the added statement. Thanks.

John Dupree
Florida Department of Corrections
Bureau of Contract Management & Monitoring
501 S. Calhoun St.
Tallahassee, FL 32399
Phone: (850) 717-3677
Email: dupree.john2@mail.dc.state.fl.us

How's my customer service? Please click here to conduct a survey

From: Dustin Hinkel [<mailto:dustin.hinkel@taylorcountygov.com>]
Sent: Tuesday, September 01, 2015 3:21 PM
To: Dupree, John (CO); Pat Patterson
Cc: Margaret Dunn; Board Item (52281_50976.tl431737@tasks.teamwork.com)
Subject: RE: Department of Corrections contract W1014 Taylor County BOCC

Mr. Dupree,

I will place this acknowledgement on the Board's agenda for approval by the Board.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

[Click here to sign up for instant severe weather alerts and updates via email and text message!](#)

201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

dustin.hinkel@taylorcountygov.com
<http://www.taylorcountygov.com>

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Dupree, John (CO) [<mailto:dupree.john2@mail.dc.state.fl.us>]
Sent: Monday, August 31, 2015 9:30 AM
To: Pat Patterson <ppatterson@taylorcountygov.com>
Cc: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>
Subject: Department of Corrections contract W1014 Taylor County BOCC

Ms. Patterson, I received the signed copies back from your office - thanks. Before they were sent in, the legislature added language (see below) to be included on our contracts/agreements, including this contract. Please respond with your approval if this is acceptable to you. Thanks for your help.

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Florida Department of Corrections
Bureau of Contract Management & Monitoring
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Our Vision: "Changing Lives to Ensure a Safer Florida"

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County Administrator
Taylor County Board of County Commissioners

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Florida Department of Corrections
Bureau of Contract Management & Monitoring
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Phone: (850) 717-3677
Email: dupree.john2@mail.dc.state.fl.us
How's my customer service? Please click here to conduct a survey

Our Vision: "Changing Lives to Ensure a Safer Florida"

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO HEAR AN UPDATE ON THE LOCAL STATE OF EMERGENCY DECLARATION IN STEINHATCHEE AND THE PROGRESS OF MITIGATION EFFORTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR

MEETING DATE REQUESTED:

SEPTEMBER 8, 2015

Statement of Issue:

THE PREVIOUS LOCAL STATE OF EMERGENCY DECLARATION WAS APPROVED BY THE BOARD ON AUGUST 18, 2015.

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

LOCAL STATE OF EMERGENCY DECLARATION

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA DECLARING A STATE OF LOCAL EMERGENCY; WAIVING PROCEDURES AND FORMALITIES DURING THE PERIOD OF SUCH EMERGENCY; AUTHORIZING AND DIRECTING THE TAYLOR COUNTY EMERGENCY MANAGEMENT DIRECTOR TO TAKE WHATEVER PRUDENT ACTIONS AS MAY BE NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE COMMUNITY PURSUANT TO THIS DECLARATION.

WHEREAS, persistent heavy rainfall and degrading environmental conditions have caused extensive flooding in Steinhatchee; and,

WHEREAS, this flooding continues to threaten the health and safety of the residents of Steinhatchee in Taylor County as well as inflict serious damage on its infrastructure; and,

WHEREAS, critical repairs and modifications to the storm water retention and conveyance systems in the County must be made to alleviate risks to the public's health, safety, and welfare; and,

WHEREAS, Section 252.38(3) (a), Florida Statutes empowers political subdivisions to declare a State of Local Emergency for a period of up to seven (7) days, but may be extended, as necessary, in 7 day increments; and,

WHEREAS, Section 252.38(3) (a), Florida Statutes empowers political subdivisions to waive the procedures and formalities otherwise required by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety and welfare of the community.
2. Entering into contracts
3. Incurring obligations
4. Employment of permanent and temporary workers
5. Utilization of voluntary workers
6. Rental of equipment
7. Acquisition and distribution with or without compensation of supplies, materials and facilities.
8. Appropriation and expenditure of public funds.

WHEREAS, Section 501.106, Florida Statutes prohibits price gouging in a declared State of Emergency.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Taylor County, Florida as follows:

SECTION I

A State of Local Emergency is hereby declared for Steinhatchee, Florida, for a period of seven (7) days, but may be extended as necessary, in 7 day increments.

SECTION II

Procedures and formalities otherwise required by law pertaining to actions enumerated by items one through eight herein is hereby waived for the duration of this declaration.

SECTION III

The Taylor County Emergency Management Director is hereby authorized and directed to take whatever prudent actions as may be necessary to protect the health, safety and welfare of the community pursuant to this declaration.

SECTION IV

The Taylor County Grants and Social Services is hereby authorized to make available to residents grants from the State Housing Imitative Program to make immediate repairs to affected properties within the disaster area, pursuant to program requirements.

SECTION V

This Resolution shall become effective immediately upon its adoption.
resolved this 8th day of September, 2015.

Patricia Patterson, Chairwoman
BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

ATTEST:

ANNIE MAE MURPHY
Clerk of Court